



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013  
**Prepared By/Phone Number:** David Salazar, 854-9555  
**Elected/Appointed Official/Dept. Head:** County Judge  
**Commissioners Court Sponsor:** Judge Biscoe

### AGENDA LANGUAGE:

RECEIVE COMMENTS REGARDING THE APPLICATION FOR A TEXAS MASS GATHERING ACT PERMIT UNDER CHAPTER 751 OF THE TEXAS GOVERNMENT CODE FROM THE ELECTRIC COMPANY FOR THE AUSTIN PSYCH FEST AND RELATED ISSUES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- A.    **EVENT:**           AUSTIN PSYCH FEST  
      **PLACE:**       CARSON CREEK RANCH  
                      9501 SHERMAN ROAD  
                      AUSTIN, TX 78742  
      **DATE:**        APRIL 26, 27 AND 28, 2013  
                      FROM 1:00 P.M. TO 1:00 A.M. EACH DAY;
  
- B.    PROPOSED PUBLIC SAFETY PLAN, INCLUDING REPORTS FROM:
  - 1. AUSTIN/TRAVIS COUNTY HEALTH AUTHORITY;
  - 2. TRAVIS COUNTY FIRE MARSHAL; AND
  - 3. TRAVIS COUNTY SHERIFF;
  
- C.    PROPOSED TRAFFIC MANAGEMENT PLAN; AND
  
- D.    ALL RELATED ISSUES.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached information

### STAFF RECOMMENDATIONS:

### ISSUES AND OPPORTUNITIES:

### FISCAL IMPACT AND SOURCE OF FUNDING:

### REQUIRED AUTHORIZATIONS:

# Public Notice signs for Pysch Fest Music Festival installed on 4/4/13







**TRANSPORTATION AND NATURAL RESOURCES**

JOSEPH P. GIESELMAN, COUNTY EXECUTIVE  
700 Lavaca Street, 7<sup>th</sup> floor  
P.O. Box 1748  
Austin, Texas 78767  
tel 512-854-9383  
fax 512-854-4649

**AFFIDAVIT OF POSTING**

**TO: County Judge  
County Commissioners  
Travis County, Texas**

Public notices of Public Hearing regarding issuance of a Mass Gathering Permit were posted on

April 4, 2013 at 3 locations on Dalton Ln (2 signs) & Thornberry Rd (1 sign)  
(date) (count) (road name)

each location being as near as practical to the area being affected.

CERTIFIED THIS THE 4 DAY OF APRIL 2013.  
(date) (month)

SIGNATURE: Jaime Garcia  
NAME (print): Jaime Garcia  
TITLE: TNR/R&B Supervisor



**TRANSPORTATION AND NATURAL RESOURCES**

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

---



700 Lavaca Street-5<sup>th</sup> Floor  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
Fax: (512) 854-4697

**Date:** April 10, 2013

**To:** County Judge, Sam Biscoe

**From:** David Greear, Traffic Program Manager, TNR

**Regarding:** Proposed Traffic Management Plan for The Austin Psych Fest

The Austin Pysch Fest is a three day music festival April 26-28, 2013 located at the end of Sherman Road. The anticipated attendance for the festival is 3,000 – 5,000 spectators. The event coordinator, Jason Hicks has met with Travis County, TxDOT and the City of Austin to discuss the overall traffic control plan. From these discussions, Mr. Hicks has created a conceptual traffic management plan that meets the requirements for safely and efficiently moving traffic to and from the event.

All incoming traffic will be directed to eastbound SH71 where they will take the Spirit of Texas Drive exit, make a u-turn under SH71 then proceed westbound on SH71 until they reach Dalton Lane. Traffic will then be directed to turn right on Dalton Lane and continue north on Dalton Lane until they turn right on Giraffe Pen Road. There will be 4 changeable message boards placed along US183 and SH71 directing traffic along this pre-agreed route. Travis County Officers will be hired to direct traffic on Dalton Lane at Sherman Road and at Giraffe Pen Road. All service and support traffic for the event will utilize Sherman Road, while all spectator traffic will utilize Giraffe Pen Road.

All exiting traffic from the event will exit on Giraffe Pen Road then turn right on Dalton Lane. From there, the traffic will turn left on Hergotz Lane and then left on Thompson Lane which dumps out onto US183 at a traffic light.

At this time, Travis County is still working with the draft traffic management plan and revising small details. Other than small details, staff approves of the submitted traffic management plan.

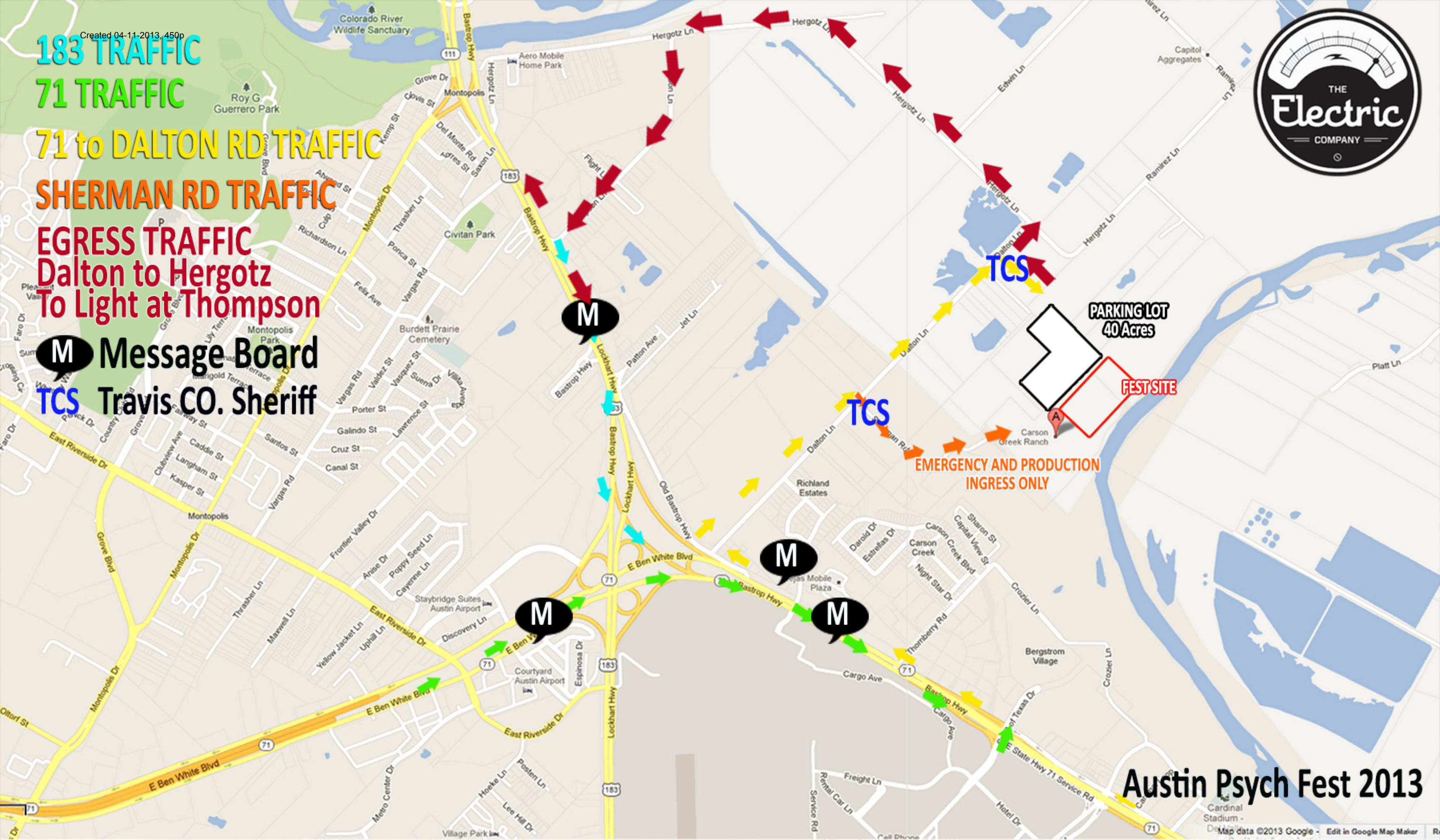
Created 04-11-2013, 450p  
**183 TRAFFIC**  
**71 TRAFFIC**

**71 to DALTON RD TRAFFIC**

**SHERMAN RD TRAFFIC**

**EGRESS TRAFFIC**  
**Dalton to Hergotz**  
**To Light at Thompson**

**M Message Board**  
**TCS Travis CO. Sheriff**



**PARKING LOT**  
**40 Acres**

**FEST SITE**

**TCS**

**TCS**

**EMERGENCY AND PRODUCTION**  
**INGRESS ONLY**

**M**

**M**

**M**

**Austin Psych Fest 2013**

# TRAVIS COUNTY FIRE MARSHAL'S OFFICE

**HERSHEL LEE, FIRE MARSHAL**  
P. O. Box 1748, AUSTIN, TEXAS 78767  
(512) 854-4621, FAX (512) 854-6471



April 11, 2013

Judge Sam Biscoe  
Travis County Commissioner's Court  
700 LaVaca  
Austin, Texas 78701

RE: Mass Gathering – Austin Psych Fest  
9501 Sherman Road  
April 26-28, 2013

Judge Biscoe,

I have been working with Jason Hicks to gather information regarding his promotion of a Mass Gathering at Carson Creek Ranch, 9501 Sherman Road, Austin, Texas.

Mr. Hicks is planning for 3000 to 5000 people per day from approximately Noon until 01:00 am of the following day for three consecutive days beginning April 26, 2013.

Overnight camping will be allowed on site during this event if the Mass Gathering Permit is approved. Campers will be required to bring their personal tents and bedding, thus exempting those tents from Travis County Fire Code requirements.

I have discussed the fire safety requirements with Mr. Hicks for this event if the Mass Gathering is approved. Open burning will not be allowed. Fireworks are not allowed. Spare fuel for vendors must be securely attached to vendor vehicles. A two person fire watch provided by Travis County Fire Marshal at Mr. Hick's expense is required.

I have spoken to the Austin-Travis County EMS Special Events Coordinator regarding the Medical plan for this event. ATCEMS does not require a transport vehicle for gatherings of less than 5000. The proposed Medical Plan would be acceptable to ATCEMS.

ESD 11 Fire Chief Ken Bailey is aware of this event. Standby apparatus is not required.

Mr. Hicks has not provided all the detail information I requested regarding the large tents proposed for this event.

I can only recommend approval of this Mass Gathering Permit subject to our inspection and approval of the site and structures prior to the event.

Hershel Lee  
Fire Marshal





## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** April 16, 2013

**Prepared By/Phone Number:**

Roger Jefferies, County Executive, JPS, (512) 854-4759

**Elected/Appointed Official/Dept. Head:** Roger Jefferies, County Executive, JPS, (512) 854-4759

A handwritten signature in black ink, appearing to be "R. Jefferies", written over the text of the previous block.

**Commissioners Court Sponsor:** County Judge Samuel T. Biscoe

**AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION ON APPOINTMENT OF A TRAVIS COUNTY COMMISSIONER TO SERVE ON THE CONFERENCE OF URBAN COUNTIES TECHSHARE OVERSIGHT BOARD AND TO SERVE AS PROJECT SPONSOR FOR COUNTY TECHSHARE PROJECTS

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

The Travis County Commissioners Court recently approved amendments to the Conference of Urban Counties TechShare Master Interlocal Agreement. The Agreement calls for a Travis County Commissioner(s) to serve as project sponsor(s) for county TechShare projects. It also calls for a Commissioner to serve on the TechShare oversight committee.

**ISSUES AND OPPORTUNITIES:**

Participation in the TechShare structure by a Travis County Commissioner(s) provides us greater shared control with our other Texas county partners and greater visibility into the financial and operational aspects of the TechShare project.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

No cost impact.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

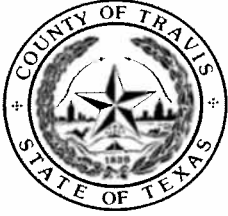
**REQUIRED AUTHORIZATIONS:**

N/A

**ATTACHEMENTS:**

Memo to the Commissioners Court dated March 29, 2013 describing the changes to the Master ILA.

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) **by Tuesdays at 5:00 p.m.** for the next week's meeting.



## **JUSTICE & PUBLIC SAFETY DIVISION**

**Roger Jefferies, County Executive**

**P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417**

**Criminal Justice Planning**  
Roger Jefferies  
(512) 854-4415

**Counseling & Education Services**  
Caryl Colburn  
(512) 854-9540

**Juvenile Public Defender**  
Kameron D. Johnson  
(512) 854-4128

Date: March 29, 2013

To: Cyd Grimes, Purchasing Agent  
Lori Clyde, Purchasing Office

From: Roger Jefferies, County Executive, JPS 

**Subject: Request Approval for Changes to the Master Interlocal Agreement for Participation in the TechShare Program**

---

The Conference of Urban Counties (CUC) has proposed changes to the current master interlocal agreement for participation in the TechShare Program.

The primary changes are in the structure of the oversight of the TechShare program. In the current agreement, an oversight committee exists including the County Administrator for Tarrant County, a Dallas County Commissioner, and, at the direction of the Commissioners Court, me, representing Travis County. The current agreement contemplates one oversight committee for each functional area of county government addressed by TechShare endeavors, but all current endeavors fall within the justice arena.

Under the new structure in 6.3, there will be a single oversight committee for TechShare. The committee will consist of (a) the Chair-Elect of the Urban Counties, and (b) members from the governing bodies of 6 participants in TechShare. The Chairman of the Board of Directors of CUC will select and invite those members to serve on the oversight committee. Members serve staggered two year terms. Roles and responsibilities for members of the oversight committee are described in this section as well. One important change is that the chairman of the oversight committee will hold a seat on the Board of Directors of CUC.

In addition to the oversight committee, described in 6.4 is a stakeholder committee for each project and resource that consists of representatives from all TechShare participants in the particular project

or resource. These stakeholder committees exist under the current agreement. It would be at the county's discretion who its representatives will be on each stakeholder committee. They would serve as a working group who make recommendations on projects and resources to the oversight committee.

In 6.6 the CUC is also requesting that each county select a sponsor from its Commissioners Court for each project and resource their county is participating in. Travis County is currently participating in the Prosecutor Project, the Courts Project, and is sharing the CIJS resource. The Commissioners Court can select a different sponsor for each, or one sponsor who would be responsible for all three endeavors. The sponsor(s) will be provided periodic updates of projects and resources so that the Commissioners Court has a greater level of engagement in TechShare.

6.1.2 is amended to give the CUC Board the ability to delegate contract approval authority to the TechShare Division Director for contracts with vendors. Historically, the CUC Board has approved Project and Resource Sharing Addenda and given the Executive Director the authority to execute contracts necessary to accomplish the scope of work within the approved budget. The TechShare Division Director was added to recognize the new status of the TechShare Division Director, who now reports directly to the TechShare Oversight Committee, and to streamline the process. Otherwise, every contract must go to the Board for approval, and delay can be a problem.

6.3.9 is amended to remove staff as ex-officio members of the Oversight Committee. Urban Counties staff, as desired by the Committee, will attend all meetings. This is true for every committee of Urban Counties, none of which include staff as ex-officio members. It is recommended that the Chairpersons of each Project and Resource Stakeholder Committee also serve as ex-officio, non-voting members of the Oversight Committee.

I have attached a chart and description of committee roles under the new structure. (The chart was prepared for the Juvenile project so the Stakeholder Committee and Technical Committee are specific to that project. The committees for the Prosecutor and Courts project will likely have different members.) A clean copy of the proposed interlocal agreement and one showing the changes from the current interlocal agreement are also attached.

I am respectfully requesting that the changes to the interlocal agreement be presented to the Commissioners Court for their approval.

Please contact me if you have any questions.

c: IJS Steering Committee  
TechShare Elected Officials Stakeholder Committee



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By:** Daniel Perry **Phone #:** 263-9114

**Division Director/Manager:** Charles Bergh

**Department Head:** *Carol B. [Signature]* Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action regarding a request from the Austin Ridge Riders Mountain Bike Club for a License Agreement to host a mountain bike race at Pace Bend Park in Precinct Three.

### **BACKGROUND/SUMMARY OF REQUEST:**

The Austin Ridge Riders Mountain Bike Club is requesting the use of Pace Bend Park on Friday, April 19, 2013 through Sunday, April 21, 2013, to host a bike race (Bicycle Sport Shop Pace Bend Park Race) and festival. The Austin Ridge Riders are not requesting exclusive use of the park, therefore, no special use fees will be charged. All event participants, vendors, sponsors, and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in designated, pre-approved areas located within Pace Bend Park and associated rights-of-way. The races are to be confined to the existing mountain biking trails within the park interior and a section of Grisham Trail between Levi Cove and Mudd Cove. The section of Grisham Trail between Levi Cove and Mudd Cove will be closed from 7:00 AM to 3:00 PM on Sunday, April 21, 2013 as this section of roadway will be used for the staging, start and finish lines for the events. Traffic will be redirected past this section of closed road on a parallel roadway. The trails do not conflict with the established roadways.

The Texas Mountain Bike Racing Association (TMBRA) has sanctioned the race. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ off-duty Park Rangers and emergency medical staff to provide security, respond to emergency medical calls, and to resolve any conflicts with regular park users.

This will be the fourth year the Pace Bend (mountain bike) Race will be held at Pace Bend Park. This event was originally held at Travis County's Milton Reimers Ranch Park in 2008 and 2009 (formerly known as the Single Track Stampede) with great success. The race organizers estimate that over the event weekend, approximately

450-500 participants will take part in this year's event, with a similar number of spectators. The participants will compete in races held on the mountain bike trails in the park's interior. Parking areas have been designated by park staff to accommodate the expected increase in vehicles that will be in the park for this event.

Since the Pace Bend Race was held at Pace Bend Park for the last three years, there has been increasing demand for large mountain bike events. The Pace Bend Race is one of the Texas Mountain Bike Racing Association's officially sanctioned races in this year's Texas Cross Country State Mountain Bike Series. The Pace Bend Race will attract participants from across the state to the park.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of this licensing agreement.

**ISSUES AND OPPORTUNITIES:**

The non-competitive bike races are scheduled for April 20, 2013, from 7:00 AM – 7:00 PM. The competitive races are scheduled for April 21, 2013, to start at 7:00 AM and conclude no later than 3:00 PM. These races will not significantly impact regular daily park visitation or visitor activities with the exception of the mountain bike trails being closed to the public on Sunday, April 21, 2013 for the competitive races and the detour around the event staging area.

The mountain bike trails will be open to the public on Saturday, April 20th as the races on Saturday will be informal and the trails will be used to by all participants to get familiarized with the race course.

The organizers have scheduled volunteers to be stationed at roadway intersections in order to safely control vehicular traffic on the roadways during the event.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

**ATTACHMENTS/EXHIBITS:**

- Licence Agreement
- Special Event Checklist
- Park Map
- Copy of Insurance

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	415-4186

Charles Bergh	Division Director	Parks	854-9408
Cynthia Weisinger	Race Director	Austin Ridge Riders	914-0669
Laura Scagno	Volunteer Coordinator	Austin Ridge Riders	828-1818

**CC:**

Robert Armistead	Division Manager	Parks	854-9831
Dan Chapman	Chief Park Ranger	Parks	263-9114
Dan Perry	District Manager	Parks	263-9114
Keith Rawlings	Park Supervisor II	Parks	264-3951

: :  
**4501 - Park Svs -**

## LICENSE AGREEMENT

STATE OF TEXAS           §

§

COUNTY OF TRAVIS       §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Austin Ridge Riders Mountain Bike Club ("Licensee"), a Texas non-profit organization.

### WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's "Bicycle Sport Shop Pace Bend Race" mountain bike championship series race (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

#### I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas (the "Licensed Areas") include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The Grisham Trail mountain bike trail between Levi Cove and Mudd Cove will be closed to the public on Sunday, April 21, 2013 only, between 7:00 a.m. and 3:00 p.m.; all other mountain bike trails, and the remaining areas within the County Park, will remain open to the public. The License includes the following rights and privileges: (a) the right to camp overnight, in accordance with existing County Park policy and rules; (b) the right (granted to Licensee and to third-party vendors, including Event sponsors and concessionaires) to display and sell products, merchandise and novelties, including food and non-alcoholic beverage



items; and (c) at the sole discretion with Travis County Parks representatives, the right to utilize ATVs for the purpose of assisting with transportation of personnel and equipment.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. In addition, Licensee shall do the following in connection with the Event, all of which shall be coordinated and pre-approved by representatives of Travis County Parks:

- (a) arrange for temporary placement of trail marker signs along race course using County-approved materials and devices, and ensure removal of all such signage;
- (b) arrange for all preparatory trail maintenance;
- (c) ensure reasonably smooth traffic flow (vehicular, pedestrian and bicycle) into and out of the County Park;
- (d) arrange for pre-Event setup and staging activities;
- (e) arrange for placement of a sufficient (as determined by the Parks Division) number of portable restrooms in the Licensed Areas so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators;
- (f) draft and implement a trail mitigation plan in the event of wet trails; arrange for pre-Event drainage improvements, as needed;
- (g) repair, at its sole expense, within two months following conclusion of the Event, any trail damage caused by or in connection with the Event.
- (h) deliver public notice signage to the County Park at least one week prior to Event commencement;
- (i) remove all trash, course markings, and equipment from the County Park following Event conclusion and prior to Licensee's departure from the County Park.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing

the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by Travis County Parks, a department within the Transportation and Natural Resources Department ("Travis County Parks") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Travis County Parks staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not being used for purposes of the Event.

## II. TERM OF LICENSE

2.1 The License is granted for the following days and hours (collectively, the "License Term"): (a) Friday, April 19, 2013 (purpose: setup and staging activities); (b) Saturday, April 20, 2013, beginning at approximately 7:00 a.m. (purpose: registration and payment of entry fees; traffic direction; parking and camping control; starting and finish line setup; course review; non-competition activities and festival); and (c) Sunday, April 21, 2013, beginning at approximately 7:00 a.m. and terminating at approximately 3:00 p.m. (purpose: registration fee collection; Course Marshall dispatch posting; race and associated raceday activities). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

## III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park, as well as all traffic control devices determined to be necessary by Travis County Parks to aid in directing traffic and parking vehicles. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public. Travis County Parks staff will maintain a tally of those persons entering the County Park

on behalf of Licensee (including Licensee's officials, employees, independent contractors and volunteers) by accepting Licensee-issued vehicle vouchers (one voucher per vehicle), which shall be presented to Parks staff prior to County Park entry; upon conclusion of the Event, County will present an invoice to Licensee, which Licensee shall pay immediately.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel, and associated medical equipment, through employment of Travis County Park Rangers and EMS System cleared medics as reasonably necessary (to be solely determined by Travis County Parks staff) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

#### IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

#### V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of Travis County Parks and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Dan Perry, District Manager, Travis County Parks, or other authorized Travis County Parks representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated.

Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of Travis County Parks, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

## VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

## VII. INDEMNIFICATION

**7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

## VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

## IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: Cynthia Weisinger  
Race Director  
Austin Ridge Riders Mountain Bike Club  
P.O. Box 300014  
Austin, Texas 78703-0014  
[www.austinridgeriders.com](http://www.austinridgeriders.com)

If to County: Honorable Samuel T. Biscoe (or successor in office)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

And: Steven Manilla, P.E.  
Executive Manager  
Travis County Transportation and  
Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

### XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

### XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: \_\_\_\_\_

Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

LICENSEE:

By: \_\_\_\_\_

Cynthia Weisinger  
Race Director, Austin Ridge Riders Mountain Bike Club

Date: \_\_\_\_\_

**EXHIBIT A**

**Licensed Areas in Pace Bend Park**



**EXHIBIT B**  
**INSURANCE CERTIFICATE OF LICENSEE**  
**(to be attached)**



# CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE (MM/DD/YYYY)  
02/26/2013

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>  Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT</b> NAME: PHONE (A/C, NO, EXT): <b>877-945-7378</b> FAX (A/C, NO): <b>888-467-2378</b> E-MAIL ADDRESS: <b>certificates@willis.com</b>  INSURER(S) AFFORDING COVERAGE      NAIC# INSURER A: <b>Federal Insurance Company</b> 20281-001  INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	

**COVERAGES      CERTIFICATE NUMBER: 19436448      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	Y		79960314	12/31/2012	12/31/2013	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>3,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED      RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS      OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)**  
**Endorsement 80-02-2306: Additional Insured : As required by written contract, Certificate Holders are named as Additional Insureds for USA Cycling sanctioned/permitted events.**  
  
**Endorsement 80-02-9301: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.**

<b>CERTIFICATE HOLDER</b>  Austin Ridge Riders Board of Directors PO Box 300014 Austin, TX 78703	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	--

AGENCY CUSTOMER ID: HRH18003

LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY <b>Willis of Texas, Inc.</b>		NAMED INSURED <b>USA Cycling, Inc.</b> 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER <b>79960314</b>		EFFECTIVE DATE: <b>12/31/2012</b>	
CARRIER <b>Federal Insurance Company</b>	NAIC CODE <b>20281-001</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Event #2013-754  
 Event Name: Bicycle Sport Shop Pace Bend Race  
 Event Location: Spicewood, TX  
 Event Dates: 04/21/2013

Certificate Holder is an Additional Insured with respects to Event #2013-754, Bicycle Sport Shop Pace Bend Race, in Spicewood, TX on 04/21/2013, but only with respect to the liability arising out of the Named Insured's Operations.



## Liability Insurance

### Endorsement

<i>Policy Period</i>	DECEMBER 31,2012 TO DECEMBER 31,2013
<i>Effective Date</i>	DECEMBER 31, 2012
<i>Policy Number</i>	7996-03-14
<i>Insured</i>	USA CYCLING, INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	DECEMBER 4, 2012

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

#### Who Is An Insured

*State Or Political  
Subdivision – Permits*

Any state or political subdivision designated below is an **insured**; but they are **insureds** only with respect to liability arising out of operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

#### Bodily Injury/Property Damage Exclusions

*Operations For State Or  
Political Subdivision*

This insurance does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** arising out of operations performed for any state or political subdivision designated as an **insured**.

---

Under Policy Exclusions the following exclusion is added:

**Policy Exclusions**

**Operations For State Or  
Political Subdivision**

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of operations performed for any state or political subdivision designated as an **insured**.

Designation Of State Or Political Subdivision

**AS REQUIRED BY WRITTEN CONTRACT/PERMIT**

All other terms and conditions remain unchanged.

Authorized Representative



## TRAVIS COUNTY PARKS Special Event Checklist

### Event information needed:

- **Location:** Pace Bend Park
- **Name of event:** Bicycle Sport Shop Pace Bend Park Race
- **Date & Time of event:** April 19, 2013, 1:00 pm – April 21, 2013 7:00pm  
Set up – April 19, 2013, Festival – April 20, 2013, Race – April 21, 2013.
- **Event Type (complete description and history if applicable):** Mountain Bike Race, presented by the Austin Ridge Riders, permitted by USACycling as part of the Texas Mountain Bike Racing Association Championship Series. This will be the fourth year the event will be held at this location. Logistics for this year's event are consistent with the three previous events.
- **Sponsors:** Bicycle Sport Shop
- **Licensee:** Austin Ridge Riders
- **Type of organization:** 501c3 nonprofit
- **Primary contact personnel:**
  - Title: Cynthia Weisinger, Race Director
  - Address: PO Box 300014 Austin, TX 78703
  - Phone numbers: 512-914-0669
- **Secondary contact personnel:**
  - Title: Laura Scagno, Volunteer Coordinator
  - Address: PO Box 300014 Austin, TX 78703
  - Phone numbers: 512-828-1818
- **Insured by:** USACycling
- **Holder of Insurance:** Austin Ridge Riders, Travis County is an additional insured within the policy
- **Estimated number of participants:** 500
- **Estimated number of spectators:** 1000
- **Proposed concessionaires/vendors:** Wahoo's fish tacos, Wholly Kabob
- **Special requests:**

(1) Entire trail system and interior area bordered by Pace Bend Park Road and Grisham Trail closed to public for 5am-7pm on Sunday, April 21, 2013.

(2) Use of ATVs on park roads and trail system to transport individuals and supplies as necessary for the event.

(3) Grisham Trail Rd. detoured at Levi Cove and Mudd Cove Sunday, April 21, 2013 from 7:00am – 3:00pm. Park Rangers have been hired to direct traffic at the two

- **Site visit date:** TBD

**From the site visit, park staff will determine the following:**

- **Law enforcement required:** Arrangements have been made for two officers to detour traffic at Mudd Cove and Levi/Giles Cove on Sunday morning per Travis County requirements.
- **EMS coverage required:** Arrangements have been made for two level 2 EMTs and a safety plan has been completed per Travis County and USACycling permit requirements.
- **Parking issues to be addressed (# volunteers, signage needed, barricades, etc.):** ARR requests park staff to mow the field adjacent to RV camping area to allow usage as volunteer parking area. The main parking area for the event will be on the peninsula between Mudd and Levi/Giles coves. Directional signage will be placed at intersections to assist event participants in locating the parking area.
- **Race direction, access and traffic flow issues, Start/Finish Line determination, traffic flow signs needed, barricades:** Grisham Trail will be closed to vehicle traffic on Sunday, April 21, 2013 from 7am – 3pm. Barricades will be needed at the detour at Mudd Cove and at Levi/Giles Cove. A Travis County Ranger will be posted at each detour point to manage traffic.
- **Additional portable restrooms required:** 10 regular plus one handicapped unit will be onsite.
- **Additional dumpsters required:** None needed.
- **Park fee collection issues:**

ARR will provide payment to the park at the end of each day or as otherwise requested. The amount due will be determined as follows:

(1) Racers - Pre-paid entry is available as an option with racer registration. Racers will print their registration receipt. The receipt will indicate the number of days the individual will be onsite and the amount paid. Receipts will be collected at the park entrance and serve as invoices used to tally the amount due from ARR.

(2) VIPs - Certain sponsors and volunteers will be issued VIP entry vouchers. These vouchers will specify the number days the individual will be onsite. These vouchers will be collected at the park entrance and used to tally the amount due from ARR. A limited number of VIPs will be camping in the RV area. This will be indicated on their voucher.

(3) RV camping – The ARR has reserved the entire RV camping area for the event and has assigned the sites to specific individuals. ARR will provide park staff a listing of individuals who will be camping in the RV area. MOST of these individuals will be

responsible for paying their camping fees upon arrival at the park. ARR will pay the camping fees only for those individuals able to provide a VIP voucher to the park that confirms that arrangement.

\*\*\*All event participants will be advised that it is their responsibility to print their pre-paid entry receipt or VIP pass, and that if they forget to do so they will be required to pay the entry fee upon entrance to the park and then report to the Volunteer Sign-in Tent for reimbursement as appropriate. No voucher, no free entry. Arguing with park staff is not an acceptable option.

\*\*\*ARR payment will be based on the total amount indicated by the receipts and vouchers collected.

\*\*\*Any individual (volunteer, racer, VIP) who decides to stay in the park longer than is indicated on their voucher will be responsible for paying any additional fees required.

- **Public notices required:**

- 1) Steve Abbott @ Camp TexLake – 512-264-1004
- 2) Danny Dowdy @ Highland Lakes Camp and Conference Center – 512-264-1777
- 3) two 2'x3' signs reading "xxxxx" are required. One is to be posted at the park entrance station and the other at the southern intersection of Pace Bend Road and Grisham Trail. These must be in place at least one week prior to the event.

- **License Agreement coordination needs to be completed at least 1 month prior to the event. Required items needed for license agreement are:**

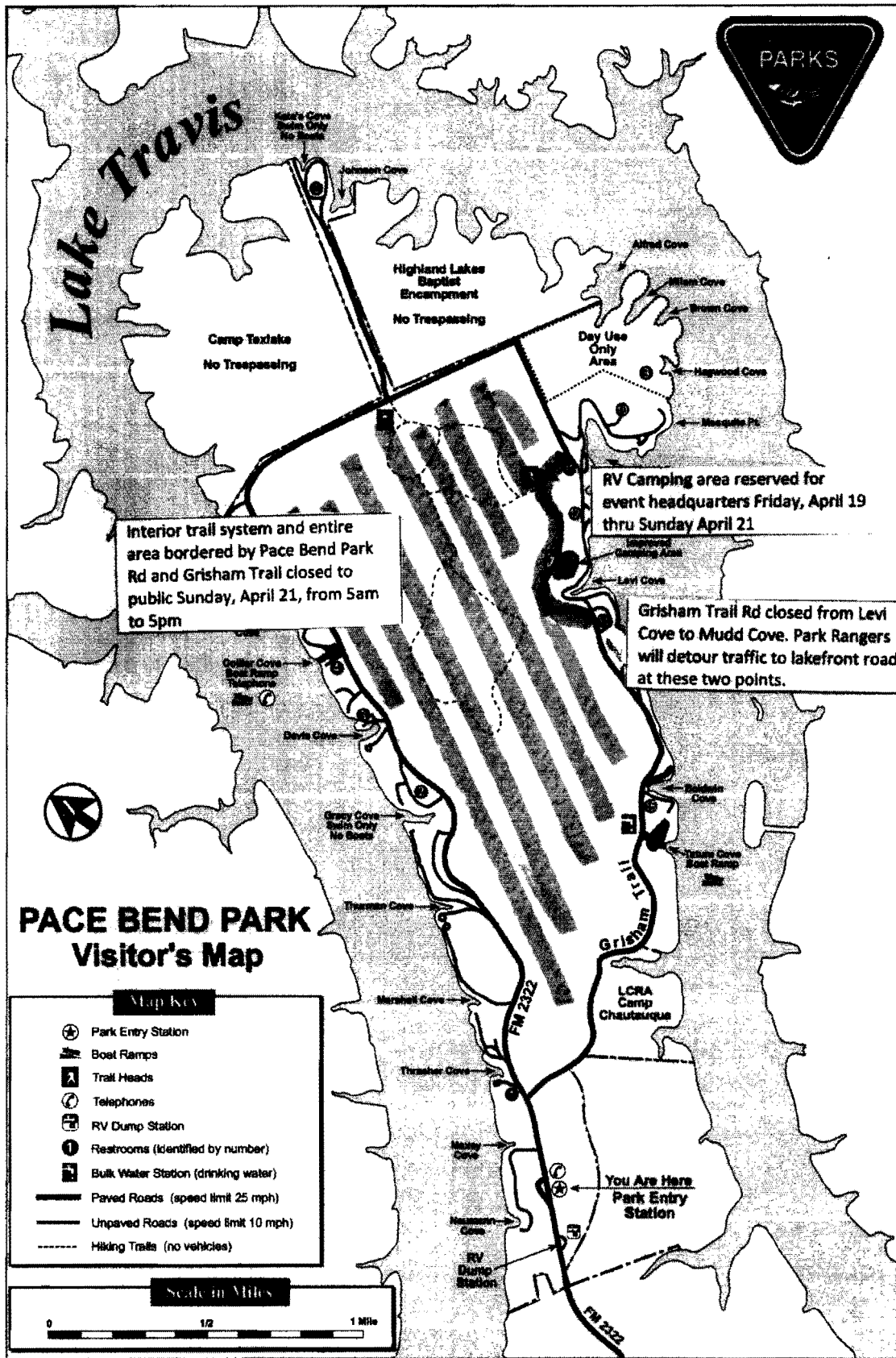
- 1) Completed Travis County Parks Special Event Checklist. **(Done)**
- 2) Map of event area including race route, Start/Finish line/lines, feed zones, vending area, and parking area. **(Done)**
- 3) Insurance Certificate issued for: **(Done)**  
Travis County  
PO Box 1748  
Austin, TX 78767

- **Other items as necessary:**

- 1) Event materials and scaffolding must be completely removed from the park by 9:00pm on the day of the event.
- 2) All roadside litter (including feed zones), flagging, traffic signs, public notice signs or any other such items must be gathered and disposed of by 9:00pm on the day of the event. Dumpsters within the park may be utilized for this.
- 3) A list of concessionaires.
- 4) The placement of caution tape for 100' on the fence line located at the northern intersection of Pace Bend Road and Grisham Trail. The fence line is located on the east side of Grisham Trail.
- 5) Reservations for Improved Camping Area must be made with the Travis County Parks Desk (512-854-7275). All applicable fees apply. Reservation fees will be sent to the Parks Desk and Improved Camping fees will be collected at the park by park staff.



- 6) All park rules apply including the prohibiting of the public display of the consumption of alcohol. This means that no evidence of alcohol can be present (i.e. beer cans, boxes/packaging, signs, and banners).
- 7) A beer/wine garden will not be permitted due to the fact that this constitutes the public display of the consumption.





**Travis County Commissioners Court Agenda Request**

**Meeting Date:** April 16, 2013

**Prepared By:** Tim Pautsch **Phone #:** 854-7689

**Division Director/Manager:** Anna Bowlin - Division Director Development Services and Long Range Planning AB

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a Cash Security Agreement with Highland Homes, LTD-Austin., for sidewalk fiscal for West Cypress Hills Phase 1 Section 4A for Lot 49 Block A, in Precinct Three

**BACKGROUND/SUMMARY OF REQUEST:**

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

**STAFF RECOMMENDATIONS:**

Highland Homes, LTD-Austin., proposed to use this Cash Security Agreement, as follows: Phase 1 Section 4A for Lot 49 Block A, \$723.36, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

**ISSUES AND OPPORTUNITIES:**

None


**FISCAL IMPACT AND SOURCE OF FUNDING:**

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

**ATTACHMENTS/EXHIBITS:**

Cash Security Agreement, Map of lot.

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director Development Services Long Range Planning	TNR	854-7561
Stacey Scheffel 	Permits Program Manager Floodplain	TNR	854-7565

	Administrator		

**CC:**

Tim Pautsch	Engineering Specialist	TNR	854-7689

: :  
**1101 - Development Services Long Range Planning - West Cypress Hills Ph 1 Sec 4A**

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 723,36 ADDRESS: 21901 Loop West Rd S

SUBDIVISION: West Cypress Hills  
LOT: 49 BLOCK: A SECT.: 4A

DATE OF POSTING: 3/20/2013

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less than the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

Cash Security Agreement - Sidewalks  
Page 2

**DEVELOPER/BUILDER**

BY: *Amy Brooks*

PRINT: Amy Brooks

TITLE: Office Administrator

PHONE: 512-834-8429 x108-113

**COMPANY NAME & ADDRESS**

Highland Homes Ltd. - Austin

4201 W.Parmer Ln., Bldg B, Ste, 180

Austin, Texas 78727

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

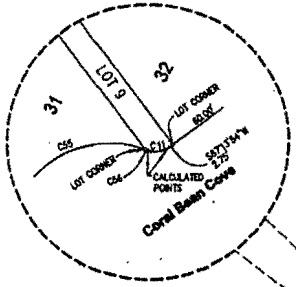
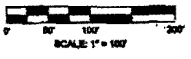
\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
Date

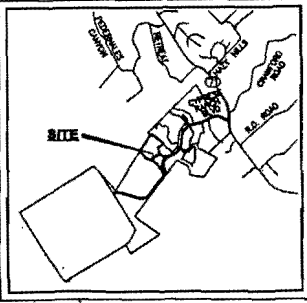
SW FISCAL WEST CYPRESS HILLS 4A				7/11/2012				
LOT	BLOCK	WIDTH	SW FISCAL	BUILDER	FISCAL RECEIVED	RAS	NOTES	
29	A		\$0.00	Developer			Amenity Lot	
30	A	76.14	\$553.68	MILESTONE	BOND 61460904			
31	A	60.00	\$720.00	MILESTONE	BOND 61460904			
32	A	60.01	\$720.12	MILESTONE	BOND 61460904			
33	A	60.00	\$720.00	HIGHLAND	6/22/2012			
34	A	60.00	\$720.00					
35	A	68.31	\$819.72	MILESTONE	BOND 61460904			
36	A	103.13	\$1,237.56					
37	A	87.97	\$1,055.64					
38	A	60.00	\$720.00					
39	A	60.00	\$720.00					
40	A	60.00	\$720.00	MILESTONE	BOND 61460904			
41	A	60.00	\$720.00	MILESTONE	BOND 61460904			
42	A	60.00	\$720.00					
43	A	60.00	\$720.00					
44	A	79.17	\$950.04					
45	A	79.17	\$950.04					
46	A	79.17	\$950.04	MILESTONE	BOND 61460904			
46	A		\$0.00	Developer			Amenity Lot	
47	A	60.24	\$722.88	MILESTONE	BOND 61460904			
48	A	60.00	\$720.00	MILESTONE	BOND 61460904			
49	A	60.28	\$723.36					
10	C	86.21	\$1,034.52	MILESTONE	BOND 61460904			
11	C	60.00	\$720.00					
12	C	60.00	\$720.00	HIGHLAND	6/21/2012			
13	C	61.00	\$732.00					
14	C	50.16	\$601.92	MILESTONE	BOND 61460904			
15	C	51.06	\$612.72	MILESTONE	BOND 61460904			
22	C	60.00	\$720.00	MILESTONE	BOND 61460904			
23	C	60.00	\$720.00	MILESTONE	BOND 61460904			
24	C	60.00	\$720.00					
25	C	60.00	\$720.00					
26	C	60.00	\$720.00	HIGHLAND	7/3/2012			
27	C	39.53	\$474.36	MILESTONE	BOND 61460904			
28	C	39.53	\$474.36					
41	C		\$0.00	Developer			Amenity Lot	
<b>ALL OTHER LOTS NOT LISTED DO NOT REQUIRE SW FISCAL</b>								
\$24,996.96 TOTAL SW FISCAL REQUIRED								
-\$2,160.00 HIGHLAND SW FISCAL RECEIVED								
\$22,836.96 SW FISCAL NEEDED								
\$10,953.96 MILESTONE BOND				BOND 61460904				

20110616

CITY OF AUSTIN LAND INFORMATION SERVICES  
 ADDRESSED BY DMC DATE 11/22/11  
 GRID WS30 PLAT # 14039  
 ADDRESS QUESTIONS, CALL 612-490-2797



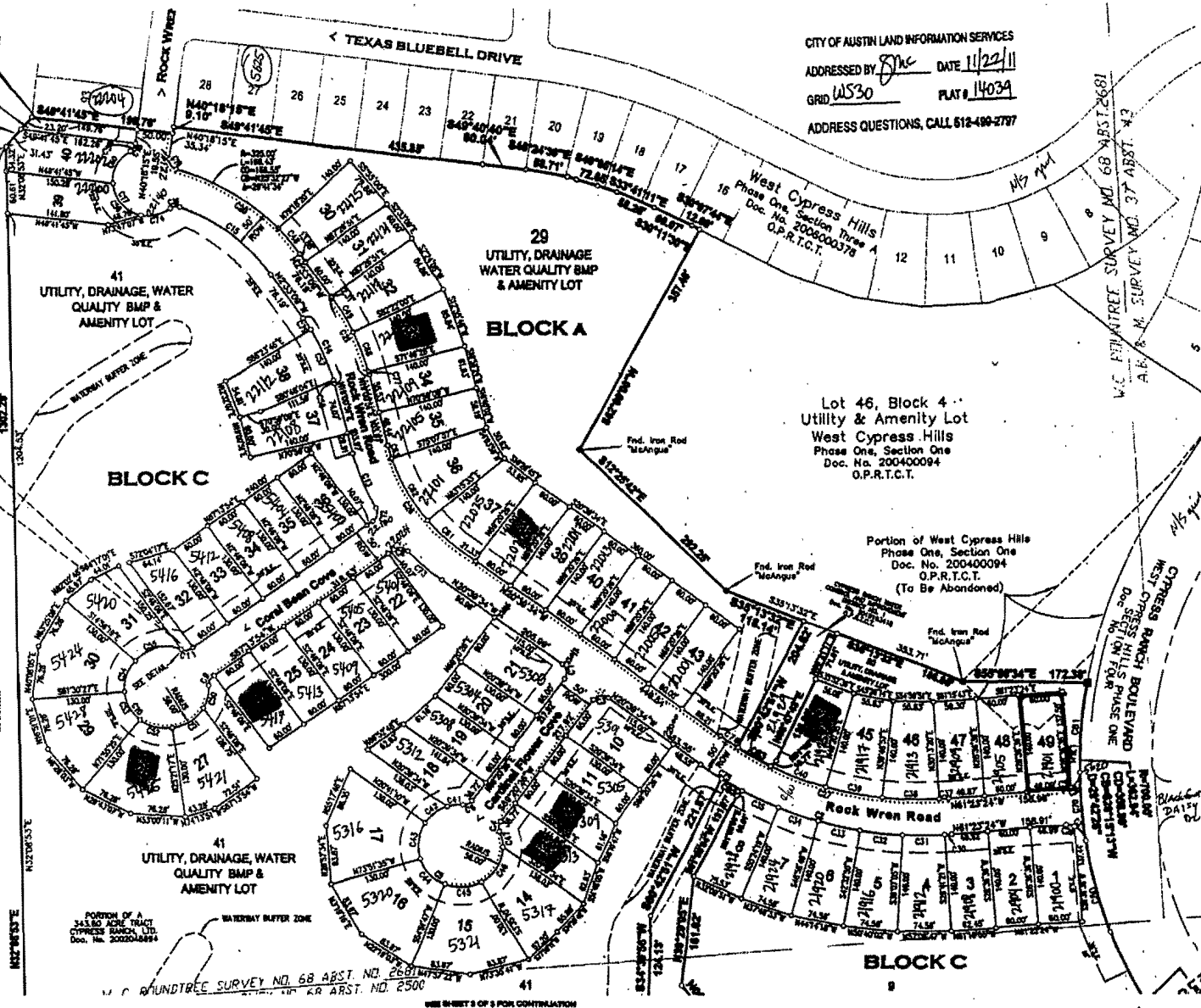
DETAIL



LOCATION MAP  
NOT TO SCALE

### LEGEND

- CONCRETE MONUMENT SET
- IRON ROD FOUND (AS NOTED)
- IRON ROD WITH CAP FOUND (AS IDENTIFIED)
- ★ COTTON SPINDLE FOUND
- IRON ROD WITH CAP STAMPED "AST" SET
- △ CALCULATED POINT
- SIDEWALK LOCATION
- S.E. SLOPE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.W.S.E. VARIABLE WIDTH SLOPE EASEMENT
- OPRTCT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS



SEE SHEET 3 OF 3 FOR CONTINUATION

TEXAS ENGINEERING SOLUTIONS

ASHTON BRATTON TECHNOLOGIES, L.L.C.

TRAVIS COUNTY, TEXAS	
SURVEY DATE:	MARCH, 2011
SURVEYOR:	PAUL C. SAUVE, RPLS# 2316
TECHNICIAN:	PCJ
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1108
DESCRIPTION:	N/A
CLIENT:	CYPRESS RANCH, LTD
PLOT DATE:	

## WEST CYPRESS HILLS PHASE ONE, SECTION 4A





# Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By:** Joe Arriaga **Phone #:** 854-7562

**Division Director/Manager:** Anna Bowlin, Division Director, Development Services and Long Range Planning

AB

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a plat for recording: Revised Plat of Lot 4, Block C West Cypress Hills, Phase One, Section 4A (Revised Plat - One Lot - 0.201 acre - Rock Wren Road) in Precinct Three.

**BACKGROUND/SUMMARY OF REQUEST:**

The property owner of Lot 4 wishes to revise the existing plat to clarify the lot lines and dimensions of this lot so it matches the Revised Plat of Lots 5 - 9 of West Cypress Hills, Phase One, Section 4A, platted from Rock Wren Road and approved May 1, 2012. There are no new public or private streets proposed with this revised plat. Fiscal surety, parkland dedication, or parkland fees in lieu of dedication are not required with this revised plat.

**STAFF RECOMMENDATIONS:**

As this plat application meets all Travis County standards, Transportation and Natural Resources staff recommends approval of the revised plat.

**ISSUES AND OPPORTUNITIES:**

Per Texas Local Government Code Section 232.011, this revised plat will not require notice to property owners within the West Cypress Hills subdivision or a public hearing.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Precinct map
- Location map
- Existing final plat
- Proposed final plat

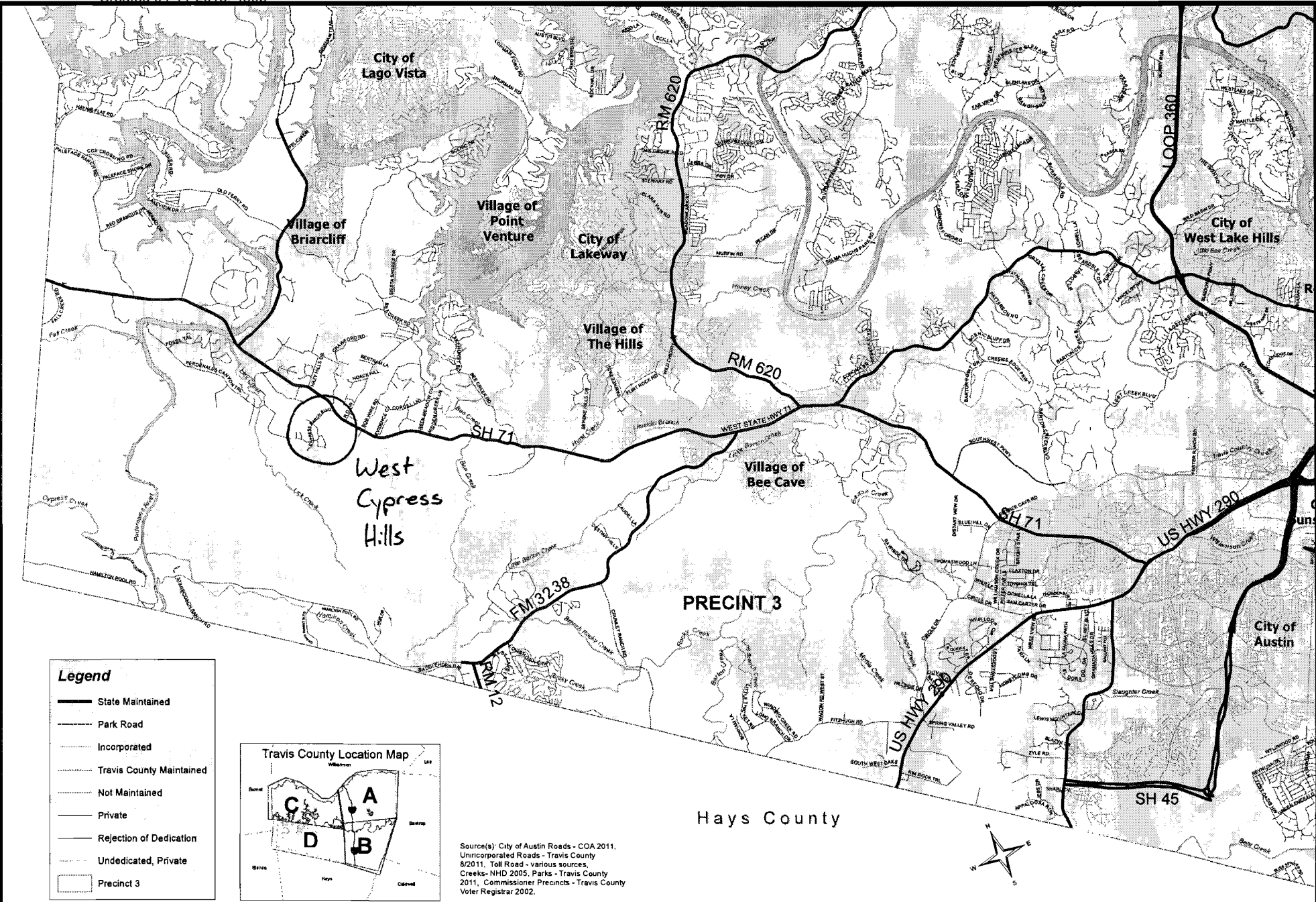
**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


**SM:AB:ja**

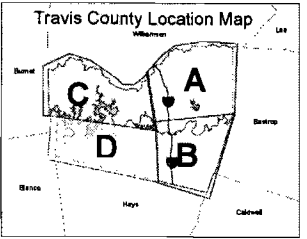
**1101 - Development Services Long Range Planning - Revised Plat of Lot 4, Block C West Cypress Hills, Phase One, Section 4A**



Precinct Map

**Legend**

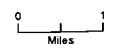
- State Maintained
- - - Park Road
- ..... Incorporated
- ..... Travis County Maintained
- ..... Not Maintained
- Private
- Rejection of Dedication
- ..... Undedicated, Private
- ..... Precinct 3



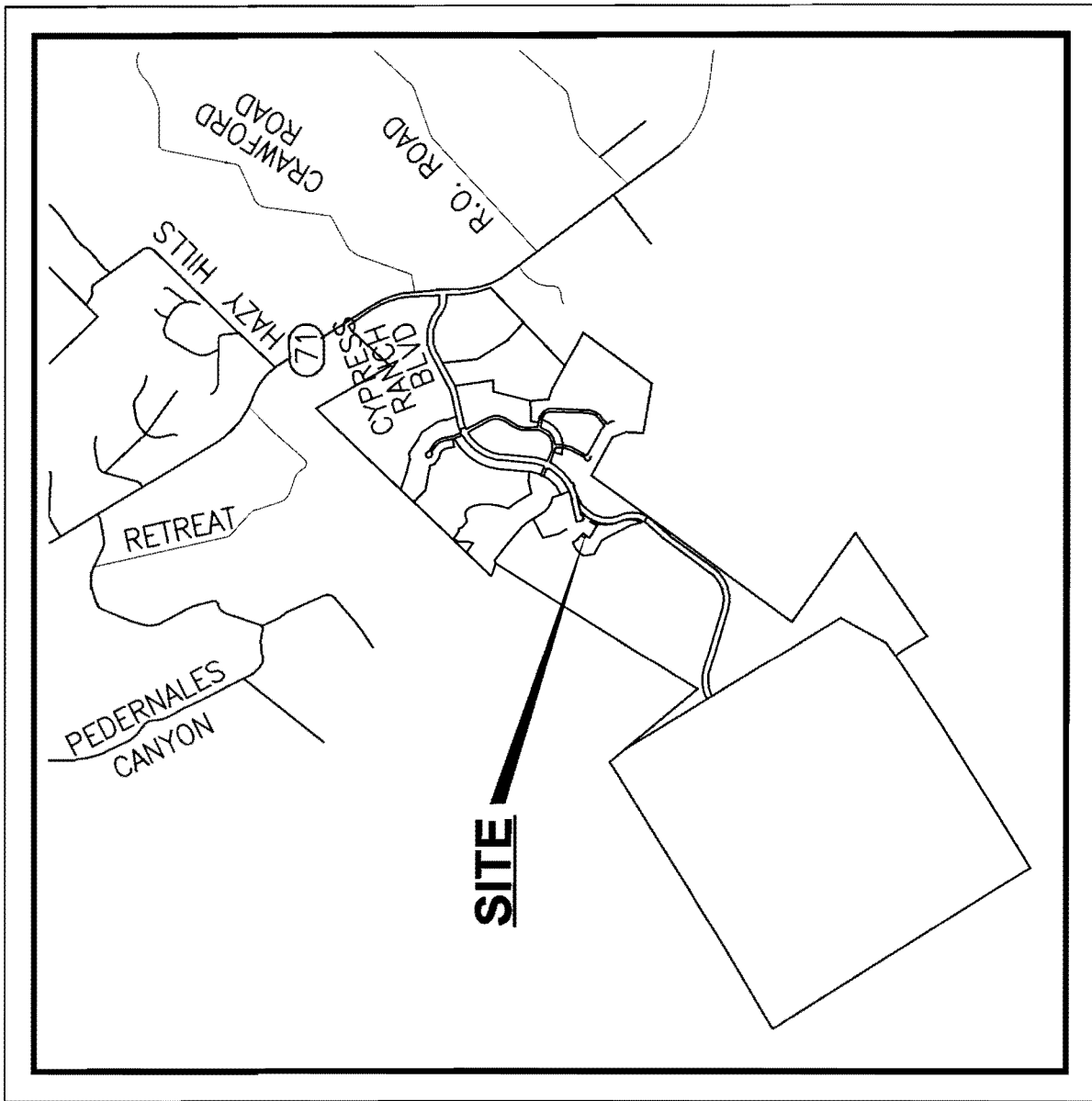
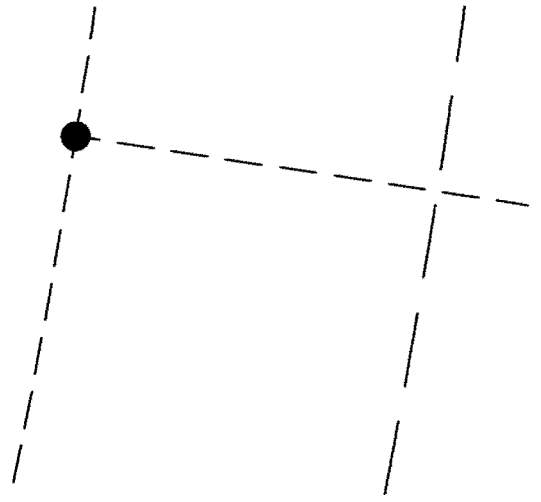
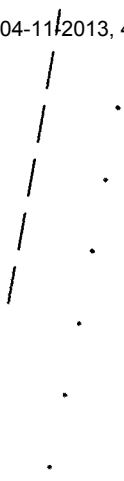
Source(s): City of Austin Roads - COA 2011.  
 Unincorporated Roads - Travis County  
 8/2011, Toll Road - various sources,  
 Creeks- NHD 2005, Parks - Travis County  
 2011, Commissioner Precincts - Travis County  
 Voter Registrar 2002.

Map Disclaimer: The data is provided "as is" with no warranties of any kind.

# Travis County Roadways, Map D



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 8/9/2011

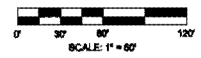
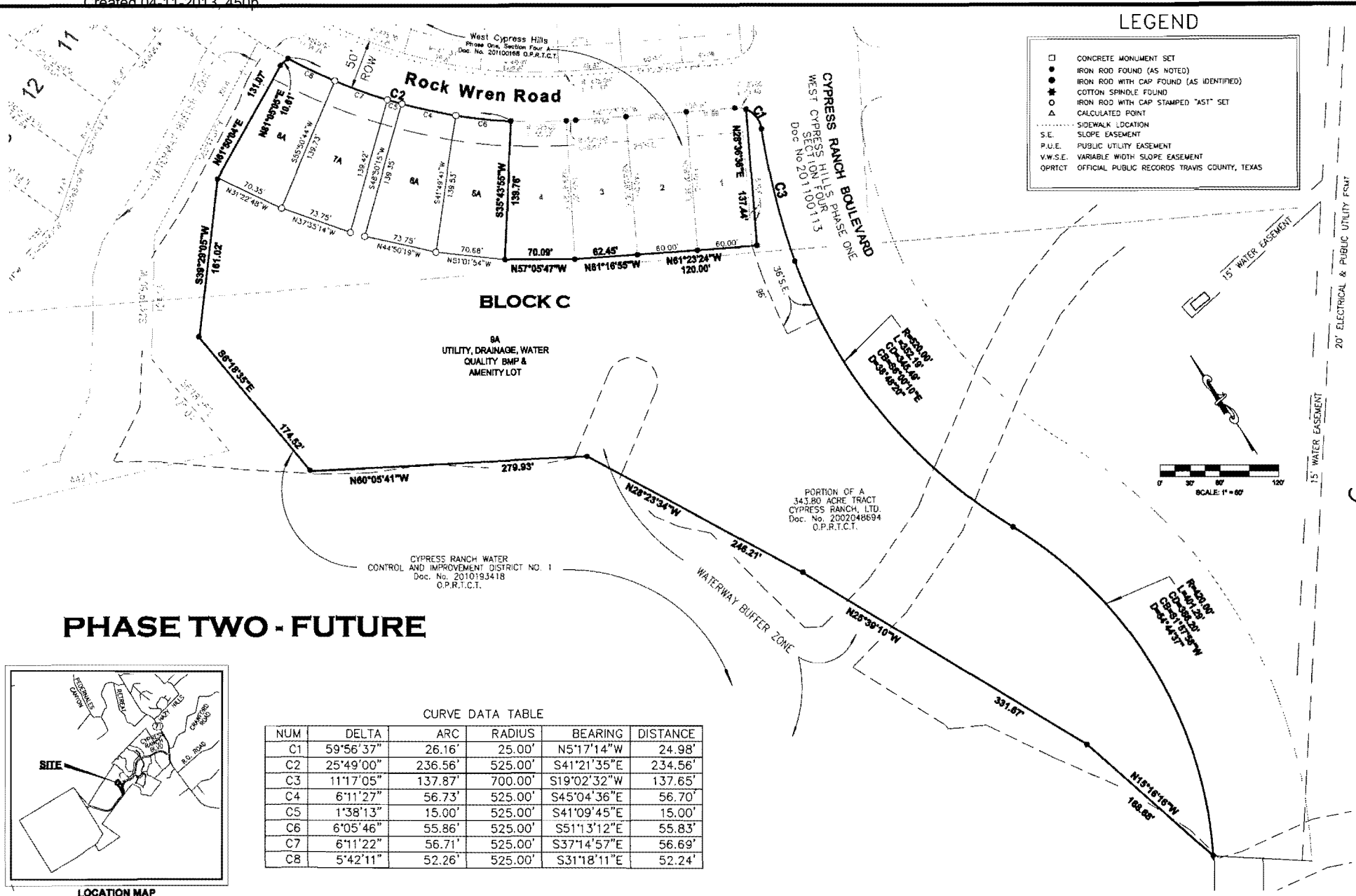


**LOCATION MAP**  
NOT TO SCALE



LEGEND

- CONCRETE MONUMENT SET
- IRON ROD FOUND (AS NOTED)
- IRON ROD WITH CAP FOUND (AS IDENTIFIED)
- COTTON SPINDLE FOUND
- IRON ROD WITH CAP STAMPED "AST" SET
- CALCULATED POINT
- △ CALCULATED POINT
- SIDEWALK LOCATION
- SLOPE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- V.W.S.E. VARIABLE WIDTH SLOPE EASEMENT
- OPRTCT OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS

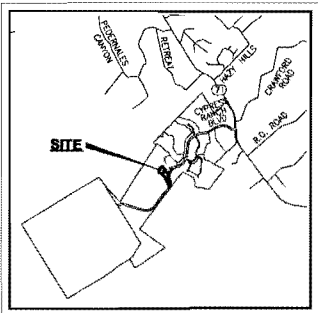


Existing Plot

PHASE TWO - FUTURE

CURVE DATA TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	59°56'37"	26.16'	25.00'	N5°17'14"W	24.98'
C2	25°49'00"	236.56'	525.00'	S41°21'35"E	234.56'
C3	11°17'05"	137.87'	700.00'	S19°02'32"W	137.65'
C4	6°11'27"	56.73'	525.00'	S45°04'36"E	56.70'
C5	1°38'13"	15.00'	525.00'	S41°09'45"E	15.00'
C6	6°05'46"	55.86'	525.00'	S51°13'12"E	55.83'
C7	6°11'22"	56.71'	525.00'	S37°14'57"E	56.69'
C8	5°42'11"	52.26'	525.00'	S31°18'11"E	52.24'



LOCATION MAP NOT TO SCALE

TRAVIS COUNTY, TEXAS

SURVEY DATE: JANUARY, 2012  
 SURVEYOR: PAUL C. SALVE, RPLS# 2518  
 TECHNICIAN: PCS  
 FIELDBOOK: FIELDBOOK  
 JOB NUMBER: 1108  
 DESCRIPTION: N/A  
 CLIENT: CYPRESS RANCH, LTD  
 PLOT DATE:

RESUBDIVISION OF LOTS 5, 6, 7, 8 AND 9, BLOCK C  
 WEST CYPRESS HILLS  
 PHASE ONE, SECTION 4A

SHEET 2  
 OF  
 2



3000 BEE CAUSE ROAD  
 SUITE 200  
 AUSTIN, TEXAS 78744  
 P: 512-994-0302  
 F: 512-994-0208  
 TOLL FREE: 1-800-399-9999



AUSTIN SPATIAL TECHNOLOGIES, LLC  
 10000 N. MOORE AVENUE  
 SUITE 100  
 AUSTIN, TEXAS 78753  
 P: 512-364-9999



# CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

**IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS.**

**THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.**

**THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.**

**DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO (1) RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION, OR (2) PROHIBIT LAND USES NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.**

*Proposed Plat*

STATE OF TEXAS :  
 COUNTY OF TRAVIS : KNOW ALL MEN BY THESE PRESENTS

THAT MILESTONE COMMUNITY BUILDERS, LLC, A TEXAS LIMITED LIABILITY COMPANY, WHOSE PRESIDENT, CEO IS GARRETT MARTIN, BEING THE OWNER OF A 0.201 ACRE TRACT OF LAND LOCATED IN THE W. C. ROUNDREE SURVEY NO. 58, ABSTRACT 2891, TRAVIS COUNTY, TEXAS, KNOWN AS LOT 4, BLOCK C, WEST CYPRESS HILLS, PHASE ONE, SECTION 4A, RECORDED IN DOCUMENT NO. 201101068 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AS CONVEYED TO MILESTONE COMMUNITY BUILDERS BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2012143139 OF SAID OFFICIAL PUBLIC RECORDS, DO HEREBY REVISE SAID LOT 4, BLOCK C, PURSUANT TO CHAPTER 232.09 OF THE TEXAS LOCAL GOVERNMENT CODE, AND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

"REVISED PLAT OF LOT 4, BLOCK C, WEST CYPRESS HILLS PHASE ONE, SECTION 4A"

SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, UNLESS OTHERWISE INDICATED, SUBJECT TO ANY RESTRICTIONS AND EASEMENTS GRANTED AND NOT RELEASED.

IN WITNESS WHEREOF, MILESTONE COMMUNITY BUILDERS, LLC HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

MILESTONE COMMUNITY BUILDERS, LLC:

By: GARRETT MARTIN, PRESIDENT, CEO  
 9111 JOLLYVILLE RD., SUITE 111  
 AUSTIN, TEXAS 78759

THE STATE OF TEXAS :  
 COUNTY OF TRAVIS :

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., BY GARRETT MARTIN, PRESIDENT, CEO OF MILESTONE COMMUNITY BUILDERS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

WITNESS MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS

ENGINEERING BY:

I, HENRY B. SMITH, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF THE TRAVIS COUNTY DEVELOPMENT REGULATIONS, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP PANEL #4845300380H, TRAVIS COUNTY, TEXAS DATED SEPTEMBER 26, 2008, COMMUNITY #481026.

HENRY B. SMITH, P.E. # 65051  
 TEXAS ENGINEERING SOLUTIONS  
 5000 BEE CAVES ROAD, SUITE 208  
 AUSTIN, TEXAS 78746

SURVEYED BY:

I, PAUL C. SAUVE, JR., THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

PAUL C. SAUVE, JR., RPLS# 2518  
 AUSTIN SPATIAL TECHNOLOGIES, LLC  
 11209 CHERISSE DRIVE  
 AUSTIN, TX, 78739



IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH, THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR PLUNG OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

STATE OF TEXAS :  
 COUNTY OF TRAVIS :

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, A.D.

DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS :  
 COUNTY OF TRAVIS :

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., DULY RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, A.D. AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. \_\_\_\_\_ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013, A.D.

DANA DEBEAUVOR, COUNTY CLERK  
 TRAVIS COUNTY, TEXAS

DEPUTY

THIS SUBDIVISION IS NOT LOCATED WITHIN THE CITY OF AUSTIN'S EXTRA-TERRITORIAL JURISDICTION (ETJ), THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

GREG GUERNSEY, DIRECTOR  
 PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1. WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1.

HENRY B. SMITH, P.E. DATE

ENGINEER FOR CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1.

LINEAR FOOTAGE OF STREETS  
 N/A

TOTAL ACRES

0.201 ACRE

TOTAL NUMBER OF LOTS

1 LOTS

SINGLE FAMILY - 1

UTILITY/AMENITY - 0  
 & DRAINAGE

DIRECTORS - 0

TOTAL NUMBER OF BLOCKS

1 BLOCK

BENCHMARKS

BM-3A-1 ELEV = 1014.20'  
 "BOX" CUT IN TOP OF CURB AT THE NORTHWEST CORNER OF THE INTERSECTION OF CYPRESS RANCH BLVD. AND TEXAS BLUEBELL DR. AT THE EAST CORNER OF LOT 1, BLOCK 1, PHASE ONE, SECTION ONE.

BM-3A-2 ELEV = 1036.48'  
 "BOX" CUT IN TOP OF CONCRETE CURB AT THE NORTHEAST CORNER OF THE SWINGS IN THE PARK. 115' WEST OF THE NORTHWEST CORNER OF LOT 5, BLOCK A.

NOTES:

1. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
2. PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CYPRESS RANCH W.C.I.D. NO. 1 AND TRAVIS COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
4. SIDEWALKS SHALL BE BUILT TO TRAVIS COUNTY STANDARDS AND ARE REQUIRED ALONG THE FOLLOWING STREETS:  
 ROCK WREN ROAD (ONE SIDE)

THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO FUTURE RESIDENTIAL DEVELOPMENT OF PHASE ONE. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE CONCERNING BODY OR UTILITY COMPANY.

5. UTILITY/AMENITY & DRAINAGE LOTS WILL BE OWNED AND MAINTAINED BY CYPRESS RANCH W.C.I.D. NO. 1 OR THEIR ASSIGNS.
6. A 10' PUBLIC UTILITY EASEMENT IS DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAYS.
7. ALL PROPERTY OF THE HEREN DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN SINGLE FAMILY RESIDENTIAL MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
8. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
9. FOR THE RESTRICTIVE COVENANTS PERTAINING TO THIS SUBDIVISION SEE SEPARATE INSTRUMENT RECORDED AS DOC. NO. 2012005832 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. ALSO FOR "NOTICE TO HOMEOWNER IN WEST CYPRESS HILLS", SEE DOCUMENT NO. 2012048793 RECORDED IN THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
10. DRIVEWAYS SHALL BE LOCATED NO CLOSER THAN 50 FEET TO THE CORNER OF THE RIGHT OF WAY INTERSECTION. MULTIPLE DRIVEWAYS FOR INDIVIDUAL LOTS SHOULD BE SPACED NO CLOSER THAN 100 FEET CENTERLINE TO CENTERLINE ON SHOULDER SECTIONS ROADWAY. DRIVEWAYS ON ADJACENT LOTS SHALL BE SPACED CLOSER THAN 100 FEET CENTERLINE TO CENTERLINE ON SHOULDER SECTION ROADWAYS.
11. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A MUNICIPAL WATER DISTRIBUTION SYSTEM.
12. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
13. OCCUPANCY OF ANY LOT IS PROHIBITED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PLANNED DEVELOPMENT.
14. WATER AND WASTEWATER SERVICE SHALL BE PROVIDED BY CYPRESS RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1.
15. ALL STREETS SHOWN HEREON WILL BE DEDICATED PUBLIC RIGHT OF WAYS.
16. ALL PROPERTY HEREIN IS SUBJECT TO CONSERVATION LANDSCAPING REQUIREMENTS IN ACCORDANCE WITH THE RESTRICTIVE COVENANTS FILED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOCUMENT NO. 2011149748.

LOWER COLORADO RIVER AUTHORITY

THE WATERWAY BUFFER ZONE EASEMENT IS FOR THE PROTECTION OF THE ENVIRONMENT BY IMPROVING THE QUALITY OF THE STORM WATER RUNOFF FROM DEVELOPED LANDS. THE NATIVE LAND MANAGEMENT PRACTICES WITHIN THE EASEMENT ARE TO HELP MAINTAIN CLEAN WATER IN THE CREEKS, RIVERS AND LAKES. NO STRUCTURE OR IMPROVEMENTS, OTHER THAN NATIVE PLANT ENHANCEMENT OR MAINTENANCE OF THE AREA IN ACCORDANCE WITH LORA RULES, MAY BE PLACED OR PERFORMED WITHIN THE EASEMENT WITHOUT SPECIFIC PRIOR AUTHORIZATION AND APPROVAL IN WRITING FROM THE LORA, ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH AUTHORITY TO PERMIT SUCH IMPROVEMENT FOR THE PROTECTION OF THE ENVIRONMENT. THE WATERWAY BUFFER ZONE SHALL BE MAINTAINED BY THE LOT OWNERS BY PRESERVING AND RESTORING NATIVE VEGETATION. THE WATERWAY BUFFER ZONE MAY NOT BE EMBEDED EXCEPT BY EXPRESS WRITTEN AGREEMENT OF THE LORA, ITS SUCCESSORS OR ASSIGNS, OR OTHER GOVERNMENTAL ENTITY WITH PROPERTY AUTHORITY.

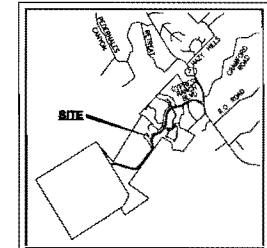
LOWER COLORADO RIVER AUTHORITY DATE

THE PERMANENT WATER QUALITY BEST MANAGEMENT PRACTICE (BMP) LOT IS FOR THE PURPOSE OF PROTECTING THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORMWATER RUNOFF FROM DEVELOPED LANDS. NO STRUCTURE OR OTHER IMPROVEMENT MAY BE CONSTRUCTED OR MAINTAINED WITHIN A WATER QUALITY BMP LOT AREA UNLESS SPECIFICALLY AUTHORIZED AND APPROVED IN WRITING IN ADVANCE BY THE LOWER COLORADO RIVER AUTHORITY (LORA).

THE WATER QUALITY BMP EASEMENT MAY BE ENFORCED BY THE LOWER COLORADO RIVER AUTHORITY OR ANY OTHER GOVERNMENTAL ENTITY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC, BY INJUNCTION OR OTHER ACTION IN A COURT OF APPROPRIATE JURISDICTION.

LOWER COLORADO RIVER AUTHORITY DATE

ALL PROPERTY HEREIN IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY HIGHLAND LAKES WATERSHED ORDINANCE. WRITTEN NOTIFICATION AND/OR PERMITS ARE REQUIRED PRIOR TO COMMENCING ANY DEVELOPMENT ACTIVITIES. CONTACT LORA WATERSHED MANAGEMENT AT 1-800-776-5272, EXTENSION 2324 FOR MORE INFORMATION.



LOCATION MAP NOT TO SCALE

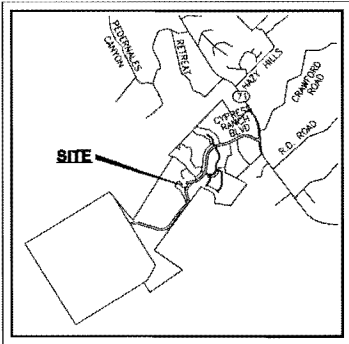
TEXAS ENGINEERING SOLUTIONS

3000 BEE CAVES ROAD  
 SUITE 208  
 AUSTIN, TEXAS 78746  
 P 512-591-0202  
 F 512-591-0203  
 WWW.TES.COM

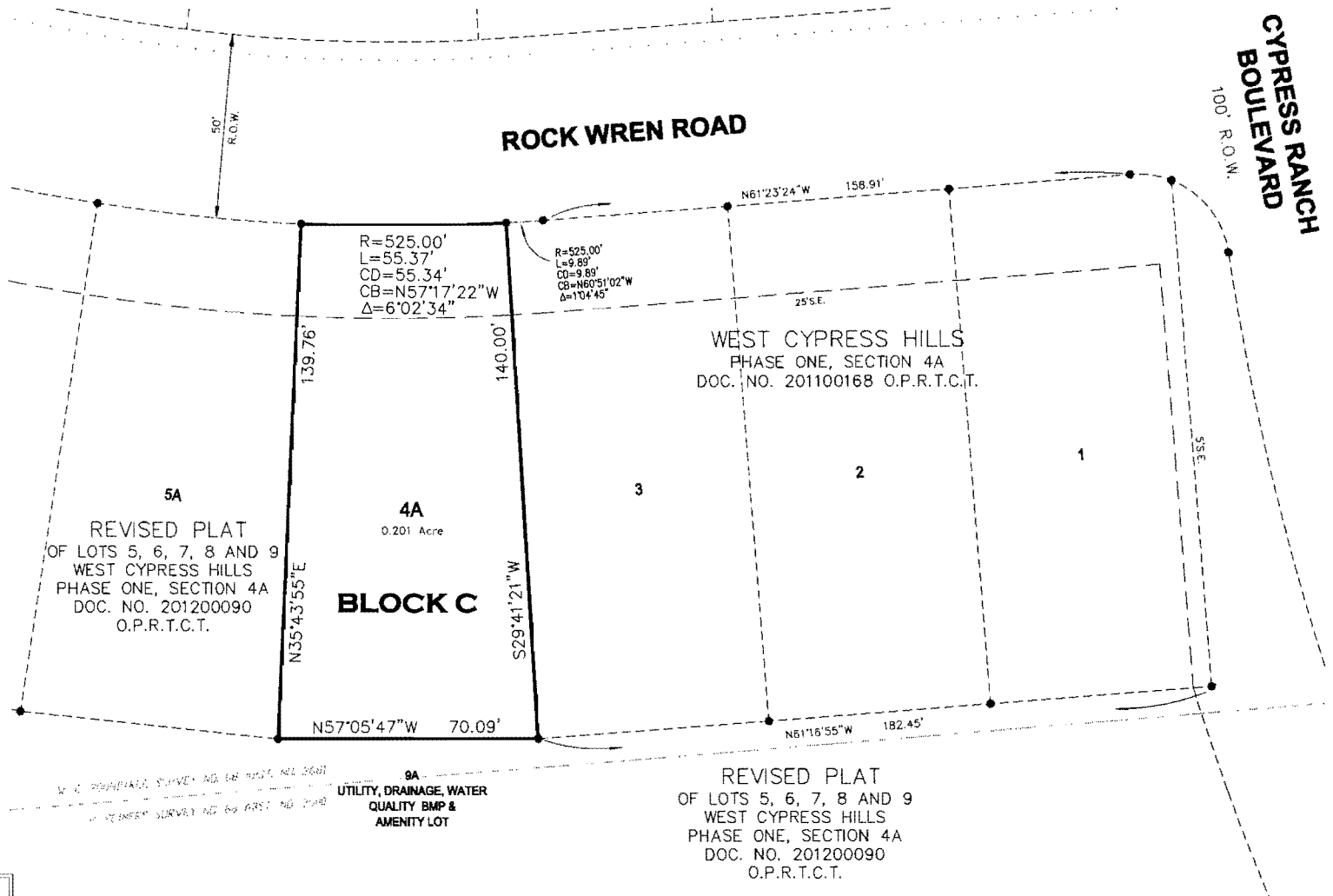
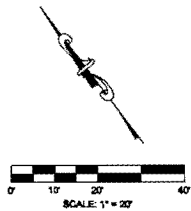
AUSTIN SPATIAL TECHNOLOGIES, LLC  
 11209 CHERISSE DRIVE  
 AUSTIN, TX 78739  
 P 512-861-8481

TRAVIS COUNTY, TEXAS	
SURVEY DATE:	OCTOBER, 2012
SURVEYOR:	PAUL C. SAUVE, RPLS# 2518
TECHNICIAN:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1108
DESCRIPTION:	N/A
CLIENT:	CYPRESS RANCH, LTD.
PLOT DATE:	

REVISED PLAT OF LOT 4, BLOCK C  
 WEST CYPRESS HILLS  
 PHASE ONE, SECTION 4A



LOCATION MAP  
NOT TO SCALE



**LEGEND**

□	CONCRETE MONUMENT SET
●	IRON ROD FOUND (AS NOTED)
●	IRON ROD WITH CAP FOUND (AS IDENTIFIED)
★	COTTON SPINDLE FOUND
○	IRON ROD WITH CAP STAMPED "AST" SET
△	CALCULATED POINT
—	SIDEWALK LOCATION
S.E.	SLOPE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
V.W.S.E.	VARIABLE WIDTH SLOPE EASEMENT
OPRTCT	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS

**TRAVIS COUNTY, TEXAS**

SURVEY DATE:	OCTOBER, 2012
SURVEYOR:	PAUL C. SALVE, RPLS# 2518
TECHNICIAN:	PCS
FIELDBOOK:	FIELDBOOK
JOB NUMBER:	1108
DESCRIPTION:	N/A
CLIENT:	CYPRESS RANCH, LTD
PLOT DATE:	

**REVISED PLAT OF LOT 4, BLOCK C  
WEST CYPRESS HILLS  
PHASE ONE, SECTION 4A**

**SHEET 3  
OF  
3**

TEXAS  
ENGINEERING  
SOLUTIONS



3000 NET C403 8040  
SUITE 202  
AUSTIN, TEXAS 78714  
7 311-884-2000  
1 512-884-0000  
TSP# NO 11259

**RST**

AUSTIN SPATIAL TECHNOLOGIES, LLC  
1400 S. MOORE AVENUE, SUITE 100  
AUSTIN, TEXAS 78746  
PH 512-399-0864





## Item 7

# Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By:** Greg Chico **Phone #:** ext. 44659

**Division Director/Manager:** Steven M. Manilla, P.E.

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on Pflugerville Independent School District's offer to convey Parcels 5, 5E, 6 & 6E, needed by Travis County for the Wells Branch Parkway Roadway improvement project between Immanuel Road and Cameron Road, as part of the 2011 Bond Program in Precinct One.

### **BACKGROUND/SUMMARY OF REQUEST:**

After review and consideration of various matters related to Travis county real estate needs for acquisitions of four parcels -- a fee simple "strip" of land, approximately 17 feet in width; a 0.057 acre (2,471) fee simple tract; and two small easement areas for lateral support (slope) easements, on March 21, 2013 the Pflugerville I.S.D. executed a basic purchase contract to convey such real property interests to the County in exchange for the County's construction of two concrete driveways with aprons from the planned Wells Branch Parkway pavement area to the newly configured right-of-way boundary. This offer came about after County staff -- design engineer, right-of-way personnel, etc. -- had worked to incorporate the future school district's plans into the roadway project design, to ensure that the basic infrastructure needs of both entities were considered from a comprehensive and joint perspective in advance of expenditures and construction activity. The proposed purchase contract attached hereto, and executed by the School District's Board of Trustees' President, represents the result of those efforts.

### **STAFF RECOMMENDATIONS:**

TNR staff recommends acceptance of the proposed agreement as submitted to the County from Pflugerville I.S.D.

### **ISSUES AND OPPORTUNITIES:**

The proposed transaction represents an opportunity for Travis County to work collaboratively with the local school district in ensuring that newly built public infrastructure will satisfy requirements of both entities. The school district's plans for their property include future development of facilities which will be served by the new County roadway and adjoining arterial network. By coordinating activities in a

proactive manner, the County and District can better plan for and support increasing local school / classroom demand, driven by on-going residential housing and population growth within the Pflugerville area.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Costs for construction of two driveways and the associated aprons between the planned Wells Branch Parkway pavement, across County-owned land / right-of-way, to the roadway's right-of-way boundary can and would be included in the project's overall construction budget. Furthermore, there are no direct costs for Travis County related to the proposed transaction and conveyance of the subject parcels.

**ATTACHMENTS/EXHIBITS:**

Proposed contract for conveyance of parcels 5, 5E, 6, and 6E.

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**

Steve Sun, P.E.	CIP Manager	TNR	854-9383
Greg Chico	Real Estate Manager	TNR	854-4659
Mike Martino	Real Estate Rep.	TNR	854-7646

**SM:GC:gc**

**3105 - Public Works/ROW - Wells Branch Parkway / 2011 Bond; Agenreq236**

TRAVIS COUNTY  
PURCHASE CONTRACT

STATE OF TEXAS § CIP # 3170-N09006000-09G00A  
COUNTY OF TRAVIS § PARCEL # 5, 5E, 6, and 6E

THIS CONTRACT OF SALE is made by and between PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as SELLER, and TRAVIS COUNTY, TEXAS, hereinafter referred to as BUYER, for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

**SECTION I - PURCHASE AND SALE**

The SELLER hereby agrees to sell and convey to BUYER and BUYER agrees to purchase that interest in real property situated in Travis County, Texas, together with all improvements and fixtures, privileges, and appurtenances pertaining thereto, hereinafter collectively called PROPERTY, described as follows:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in Exhibits "A" & "B" which is attached hereto and incorporated herein as if set out at length, which exhibit will identify the fee interest in real property purchased, and Exhibit "C" & "D" which is attached hereto and incorporated herein as if set out at length, which will identify the easement interest in real property purchased.

**SECTION II - PURCHASE PRICE**

BUYER agrees to buy and SELLER agrees to sell the PROPERTY for Ten and No/100 DOLLARS (\$10.00) ("*Purchase Price*") and other good and valuable consideration as described in Exhibit "E".

**SECTION III - EARNEST MONEY**

Earnest money shall be tendered to SELLER. The amount of the Earnest Money is Ten and No/100 Dollars (\$10.00). County shall have thirty (30) days to deposit Earnest Money.

**SECTION IV - COMMITMENT FOR TITLE INSURANCE**

BUYER may obtain a Commitment for Title Insurance (the "Commitment") and legible copies of all recorded instruments affecting the property and recited as exceptions in the Commitment. If BUYER has an objection to items disclosed in such Commitment, SELLER shall cure the same by date of closing. BUYER may waive any item in the Commitment and complete the purchase.

The SELLER shall perform, observe, and comply with all of the covenants, agreements, and conditions required by this agreement prior to or as of the closing.

#### SECTION V - REPRESENTATIONS AND WARRANTIES OF SELLER

The SELLER hereby represents and warrants to BUYER now, through closing and surviving closing, the following:

- A. No one resides on or uses any portion of the PROPERTY as lessees, tenants at sufferance, or trespassers;
- B. SELLER is the fee simple owner of the title to the PROPERTY and is duly authorized and empowered to sell said PROPERTY;
- C. SELLER has paid all taxes, charges, debts, and other assessments due by the SELLER with respect to the PROPERTY;
- D. There will be no unrecorded liens, mortgages, loans, Uniform Commercial Code liens, or other encumbrances against any of the PROPERTY which will not be satisfied out of the Sales Price; and
- E. SELLER shall not further encumber, or allow the encumbrance of, the title to the PROPERTY or modify the terms or conditions of any existing encumbrances, if any, without written consent of BUYER.

If any representation above is untrue, SELLER shall remedy the deficiency prior to closing. Should SELLER not remedy the deficiency prior to closing, the SELLER shall be in default and BUYER may terminate this contract. If BUYER chooses to terminate this contract, BUYER'S sole remedy is the return of Earnest Money to BUYER.

#### SECTION VI - CLOSING

The parties will finalize the transaction by closing on or before 90 days after the date of this agreement, which date is hereinafter referred to as the Closing Date. This date may be extended upon confirmation by the parties.

- A. At the closing, SELLER shall deliver to BUYER the following:
  - 1. A duly executed and acknowledged Special Warranty Deed in a form and substance as the Deed attached as Exhibit "F" and incorporated herein as if set out at length, conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein below and/or approved by BUYER in writing prior to

- closing; or, if the PROPERTY described in Section I is or includes an easement or license, SELLER shall deliver such appropriate or additional documents as set out in Exhibit "G" to close the transaction.
2. An Owner's Policy of Title Insurance (the "Title Policy"), with premium cost to be paid by the BUYER, issued by Gracy Title Insurance Company in the full amount of the Sales Price (or appraised value of the PROPERTY if cash is not the consideration), dated as of the closing, insuring BUYER'S contractual interest to the PROPERTY to be good and indefeasible subject only to those title exceptions contained in the standard, printed form allowed by the State Department of Insurance, however;
    - a. the exception as to restrictive covenants shall be endorsed "None of Record," unless waived by BUYER before closing.
    - b. the exception as to the lien for taxes shall be limited to the year of closing.
  3. Evidence of its capacity and authority for the closing of this transaction.
  4. All signed releases, affidavits, and other necessary documents to close this transaction.
  5. Possession of the PROPERTY.
  6. Evidence that all general real estate taxes for the then current year relating to the Property (if purchased in fee) and interest on any existing indebtedness prorated to the day of closing have been paid.
  7. Evidence that all special taxes or assessments to the Closing Date shall be paid by Seller.
- B. The SELLER shall pay all cost of releasing existing loans, liens or other encumbrances, his attorney's fees and all other expenses stipulated to be paid by the SELLER under other provisions of this Contract.
- C. At the closing, BUYER shall perform the following:
1. Sign any documents a buyer would normally sign to close a similar transaction.

2. Pay cost of owner's title policy premium.
3. Pay the Purchase Price.

#### **SECTION VII - BREACH BY SELLER**

In the event that the SELLER shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the property for any reason, except the BUYER'S default, the BUYER may as its sole and exclusive remedy terminate this contract by giving notice to SELLER on or before the Closing Date and have the Earnest Money returned to BUYER.

#### **SECTION VIII - BREACH BY BUYER**

In the event that the BUYER should fail to consummate the purchase of the property, leaving the BUYER in default and the SELLER not being in default hereunder, the SELLER may as its sole and exclusive remedy terminate this contract by giving notice to BUYER on or before the Closing Date and accept the Earnest Money as liquidated damages.

#### **SECTION IX - MEDIATION**

When mediation is acceptable to both parties in resolving a dispute arising under this Contract, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

#### **SECTION X – AS IS, WHERE IS**

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND SELLER'S REPRESENTATIONS TO BUYER SET FORTH IN THIS CONTRACT.

THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

#### **SECTION XI - MISCELLANEOUS**

1. **Survival of Covenants.** Any of the representations, warranties, covenants, and agreements of the parties pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.
2. **Notice.** Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery or registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

**SELLER:** Pflugerville Independent School District  
Bill Clayton, Executive Director Facilities & Support  
Services  
2021 Crystal Bend Drive  
Pflugerville, TX 78660

**BUYER:** Travis County, Texas  
c/o County Executive  
Transportation and Natural Resources  
Attn.: Mike Martino  
P. O. Box 1748  
Austin, Texas 78767

**COPY TO:** The Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767

3. **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created here-under are performable in Travis County, Texas.
4. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Contract.
5. **Legal Construction.** In case any one or more of the provisions contained in this Contract shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

6. Entire Agreement

- A. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter thereof and contains all of the covenants and agreements between the parties with respect to said matter. The Parties have agreed to additional provisions attached as Exhibit "E".
- B. No modification concerning this instrument shall be of any force or effect, excepting a subsequent modification in writing signed by the party to be charged. No official, representative, agent, or employee of Travis County, Texas, has any authority to modify this Contract except pursuant to express authority to do so granted by the Commissioners Court of Travis County, Texas.

7. Time of Essence. Time is of the essence of this Contract.

8. Gender. Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular number shall be held to include the plural and vice versa, unless the Contract requires otherwise.

IN WITNESS WHEREOF, the Parties hereunto, acting by and through their duly authorized officers or on their own behalf have caused this Contract to be signed on the day and year below written. The later day and year below written will be the effective date upon which all duties under this Contract shall begin.


*(Signatures on following page.)*



SELLER:

PFLUGERVILLE INDEPENDENT  
SCHOOL DISTRICT

Date: March 21, 2013

By:   
Signature

Printed Name: Elva Gladney

Title: President, Board of Trustees

BUYER:

TRAVIS COUNTY, TEXAS

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Samuel T. Biscoe, Travis County Judge

## Exhibit "A"

Page 1 of 4

County: Travis  
Parcel No.: 5  
Highway: Wells Branch Parkway

### PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 0.402 ACRE (17,495 SQUARE FOOT) TRACT OF LAND SITUATED IN THE MARIQUITA CASTRO SURVEY, ABSTRACT NO. 160, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 30 ACRE TRACT OF LAND (EXHIBIT A-1) AND THAT CALLED 74.5 ACRE TRACT OF LAND (EXHIBIT A-2) CONVEYED TO PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN VOLUME 9509, PAGE 234 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.402 ACRE (17,495 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a found ½" iron rod in the common line of the westerly boundary line of that called 1.973 acre tract of land conveyed to the Board of Trustees of the Pflugerville Independent School District by instrument recorded in Document No. 2007017122, of the Official Public Records of Travis County, Texas, same being the easterly boundary line of said 74.5 acre tract;

**THENCE**, with said common boundary line, N 27°32'19" E a distance of 1,012.88 feet to a set capped 1/2" iron rod stamped "TRAVIS ROW", being in the proposed southerly right-of-way line of Wells Branch Parkway (right-of-way width varies) for the most southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing the westerly boundary line of said 1.973 acre tract, through the interior of said 74.5 acre tract, with said proposed right-of-way line, along a curve to the left, having a delta angle of 01°24'11", a radius of 1530.13 feet, an arc length of 37.47 feet, and a chord which bears N 62°27'37" W for a distance of 37.47 feet to a set capped 1/2" iron rod stamped "TRAVIS ROW", for a point of tangency of the herein described tract;
- 2) **THENCE**, continuing with said proposed southerly right-of-way line, through in part the interior of said 30 acre tract and in part said 74.5 acre tract, N 63°09'43" W for a distance of 1008.86 feet to a set capped 1/2" iron rod stamped "TRAVIS ROW", being the easterly boundary line of the remaining portion of that called Tract No. Five, conveyed to Butler Broadcasting Company, Ltd. by instrument recorded in Volume 13079 Page 1875 of the Real Property Records of Travis County Texas, same being the most westerly boundary line of said 30 acre tract, for the most southwesterly corner of the herein described tract;
- 3) **THENCE**, departing said proposed southerly right-of-way line, with the easterly boundary line of the remaining portion of said Tract No. Five, same being the westerly boundary line of said 30.00 acre tract, N 27°26'38" E for a distance of 16.40 feet to a calculated point, in the existing southerly right-of-way line of said Wells Branch Parkway (right-of-way width varies), being the most northeasterly corner of the remaining portion of said Tract No. Five, for the most northwesterly corner of the herein described tract and from which a found capped iron rod in the existing southerly right-of-way line of said Wells Branch Parkway, being the most northwesterly corner of the remaining portion of said Tract No. Five, same being the most easterly corner of the remainder of that called 356.920 acre tract of land conveyed to Sun Communities Texas Limited Partnership by instrument recorded in Document No. 2001056531 of the Official Property Records of Travis County Texas, bears N 63°11'48" W at a distance of 60.00 feet;

PARCEL 5

Page 2 of 4

- 4) **THENCE**, departing the easterly boundary line of the remaining portion of said Tract No. Five, with said proposed right-of-way line, **S 63°11'48" E** for a distance of **1046.37** feet to a calculated point in the westerly boundary line of said 1.973 acre tract, for the most northeasterly corner of the herein described tract and from which a found concrete fence post being in the existing southerly right-of-way line of Killingsworth Lane, same being the most northwesterly corner of said 1.973 acre tract bears, **N 27°32'19" E** at a distance of **64.83** feet;
- 5) **THENCE**, departing said proposed right-of-way line, with the westerly boundary line of said 1.973 acre tract, same being the easterly boundary line of said 74.5 acre tract, **S 27°32'19" W** for a distance of **17.49** feet to the **POINT OF BEGINNING**, containing **0.402** acres (17,495 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §

§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

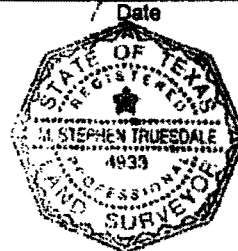
That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

*11 June 2012*

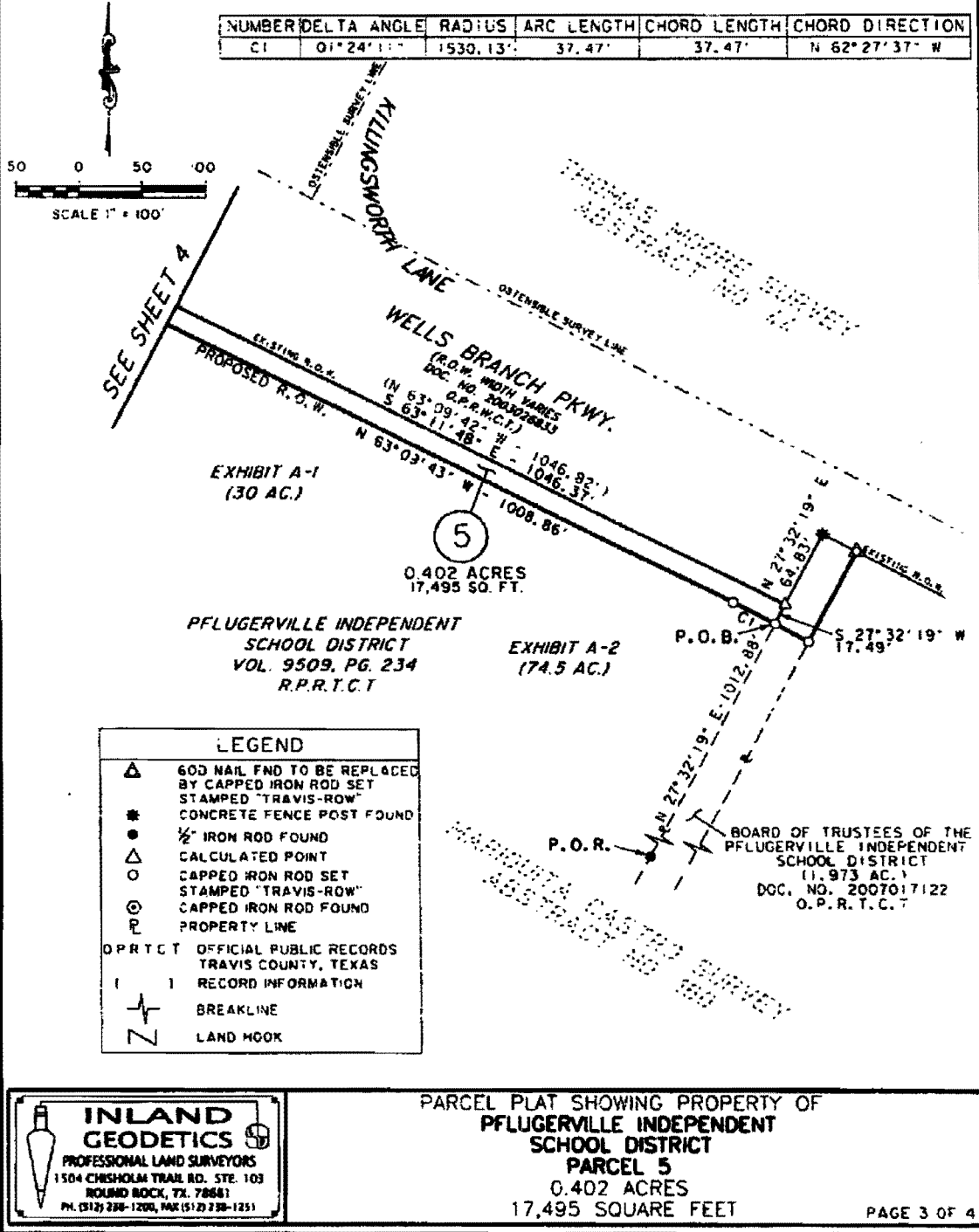
M. Stephen Truesdale  
 Registered Professional Land Surveyor No. 4933  
 Licensed State Land Surveyor  
 Inland Geodetics, LP  
 Firm Registration No: 100591-00  
 1504 Chisholm Trail Road, Suite 103  
 Round Rock, TX 78681



**EXHIBIT "A"**

**PLAT TO ACCOMPANY DESCRIPTION**

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	01° 24' 11"	1530.13'	37.47'	37.47'	N 62° 27' 37" W



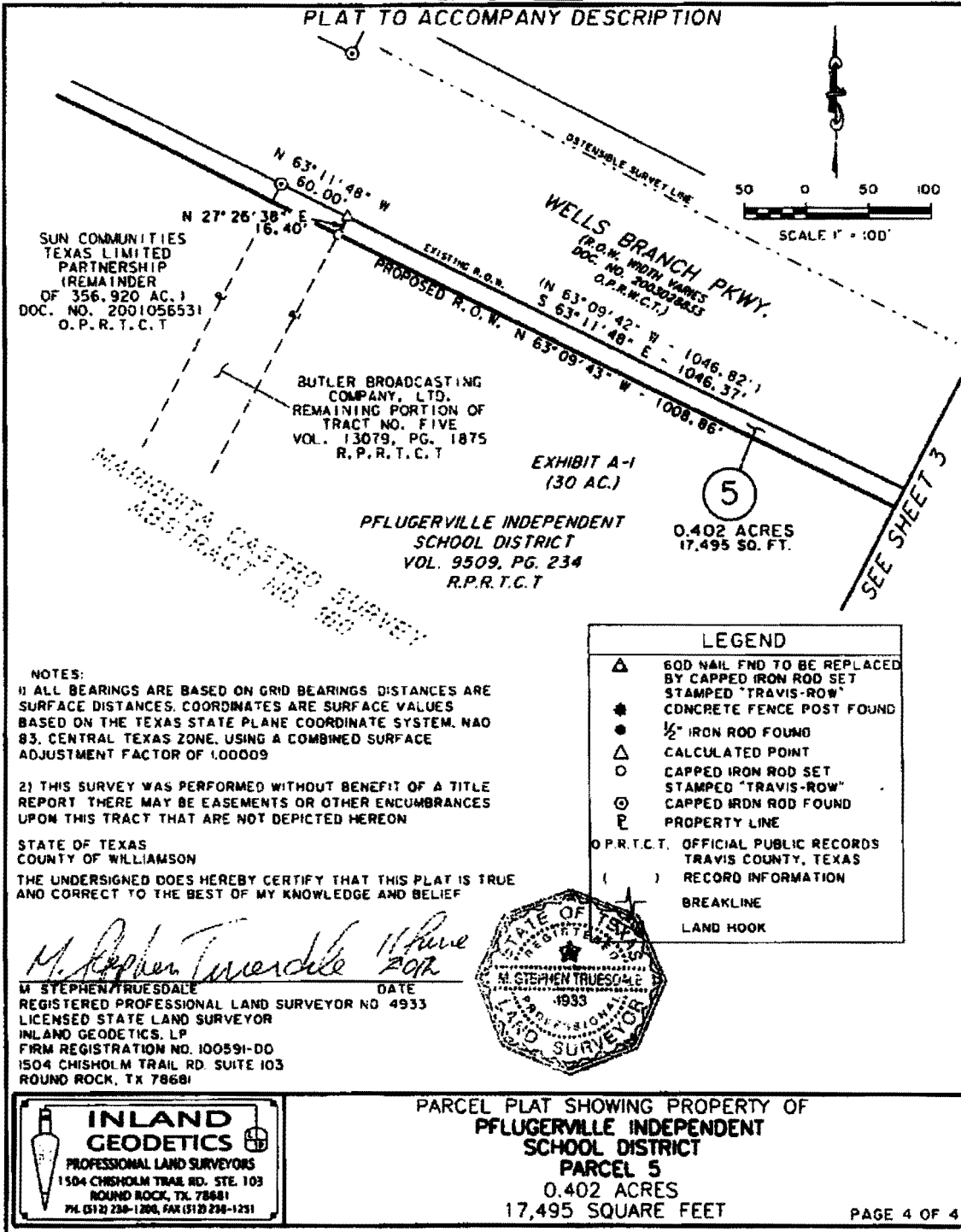
**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHESTNUT TRAIL RD. STE. 103  
ROUND ROCK, TX. 78661  
PH. (512) 228-1200, FAX (512) 228-1251

PARCEL PLAT SHOWING PROPERTY OF  
**PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT**  
**PARCEL 5**  
0.402 ACRES  
17,495 SQUARE FEET

PAGE 3 OF 4

EXHIBIT "A"

PLAT TO ACCOMPANY DESCRIPTION



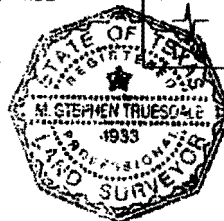
NOTES:  
 1) ALL BEARINGS ARE BASED ON GRID BEARINGS DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL TEXAS ZONE, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00009

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON

STATE OF TEXAS  
 COUNTY OF WILLIAMSON

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

*M. Stephen Truesdale* 11 June 2012  
 M. STEPHEN TRUESDALE DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO 4933  
 LICENSED STATE LAND SURVEYOR  
 INLAND GEODETICS, LP  
 FIRM REGISTRATION NO. 100591-DD  
 1504 CHISHOLM TRAIL RD. SUITE 103  
 ROUND ROCK, TX 78681



LEGEND	
△	60D NAIL FND TO BE REPLACED BY CAPPED IRON ROD SET
*	STAMPED "TRAVIS-ROW" CONCRETE FENCE POST FOUND
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
○	CAPPED IRON ROD SET
⊙	STAMPED "TRAVIS-ROW" CAPPED IRON ROD FOUND
⊔	PROPERTY LINE
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
( )	RECORD INFORMATION
---	BREAKLINE
⌋	LAND HOOK

**INLAND GEODETICS**  
 PROFESSIONAL LAND SURVEYORS  
 1504 CHISHOLM TRAIL, RD. STE. 103  
 ROUND ROCK, TX, 78681  
 PH. (512) 238-1200, FAX (512) 238-1231

PARCEL PLAT SHOWING PROPERTY OF  
**PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT**  
**PARCEL 5**  
 0.402 ACRES  
 17,495 SQUARE FEET

## Exhibit "B"

Page 1 of 3

County: Travis  
Parcel No.: 6  
Highway: Wells Branch Parkway

### PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 0.057 ACRE (2,471 SQUARE FOOT) TRACT OF LAND SITUATED IN THE MARIQUITA CASTRO SURVEY, ABSTRACT NO. 160, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.973 ACRE TRACT OF LAND CONVEYED TO THE BOARD OF TRUSTEES OF THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007017122 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.057 ACRE (2,471 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a found 1/2" iron rod in the common line of the easterly boundary line of that called 74.5 acre tract of land (Exhibit A-2) conveyed to Pflugerville Independent School District by instrument recorded in Volume 9508, Page 234, of the Real Property Records of Travis County, Texas, same being the westerly boundary line of said 1.973 acre tract;

**THENCE**, with said common boundary line, N 27°32'19" E a distance of 1,012.88 feet to a set capped 1/2" iron rod stamped "TRAVIS ROW", being in the proposed southerly right-of-way line of Wells Branch Parkway (right-of-way width varies) for the most southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed southerly right-of-way line, continuing with said common boundary line, N 27°32'19" E for a distance of 17.49 feet to a calculated point being an angle point in the existing southerly right-of-way line of said Well Branch Parkway, same being the most northeasterly corner of said 74.5 acre;
- 2) **THENCE**, with said existing southerly right-of-way line, same being the westerly boundary line of said 1.973 acre tract, N 27°32'19" E for a distance of 64.83 feet to a found concrete fence post in the southerly right-of-way line of Killingsworth Lane, being the most northwesterly corner of said 1.973 acre tract, for the most northwesterly corner of the herein described tract;
- 3) **THENCE**, departing the existing southerly right-of-way line of said Wells Branch Parkway, with the existing southerly right-of-way line of said Killingsworth Lane, same being the northerly boundary line of said 1.973 acre tract, S 61°40'39" E for a distance of 30.00 feet to a 60 D nail found to be replaced by a set capped iron rod stamped "TRAVIS ROW", being the most northwesterly corner of that called 197.451 acre tract of land (Tract 2) conveyed to Cameron & Killingsworth Pflugerville-292, L.L.P. by instrument recorded in Document No. 2008088656 of the Official Public Records of Travis County Texas, for the most northeasterly corner of the herein described tract;
- 4) **THENCE**, departing the existing southerly right-of-way line of said Killingsworth Lane, with the westerly boundary line of said 197.451 acre tract, same being the easterly boundary line of said 1.973 acre tract, S 27°33'36" W for a distance of 82.58 feet to a set capped 1/2" iron rod stamped "TRAVIS ROW", in the proposed southerly right-of-way line of said Wells Branch Parkway, for the most southeasterly corner of the herein described tract and from which a found concrete fence post in the common boundary line of said 197.451 acre tract and said 1.973 acre tract bears S 27°32'19" W at a distance of 1012.67 feet;

PARCEL 6

Page 2 of 3

- 5) **THENCE**, departing the westerly boundary line of said 197.451 acre tract, with said proposed right-of-way line, through the interior of said 1.973 acre tract, along a curve to the left, having a delta angle of 01°07'21", a radius of 1530.13 feet, an arc length of 29.97 feet, and a chord which bears N 81°11'51" W for a distance of 29.97 feet to the **POINT OF BEGINNING**, containing 0.057 acres (2,471 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS§

COUNTY OF WILLIAMSON §

§  
§

KNOW ALL MEN BY THESE PRESENTS:

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

*7 June 2012*

M. Stephen Truesdale  
 Registered Professional Land Surveyor No. 4933  
 Licensed State Land Surveyor  
 Inland Geodetics, LP  
 Firm Registration No: 100591-00  
 1504 Chisholm Trail Road, Suite 103  
 Round Rock, TX 78681

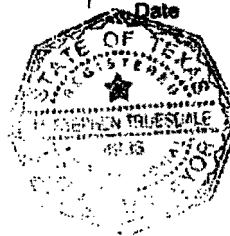


EXHIBIT "B"

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
CI	01°07'21"	1530.13'	29.97'	29.97'	N 61°11'51" W

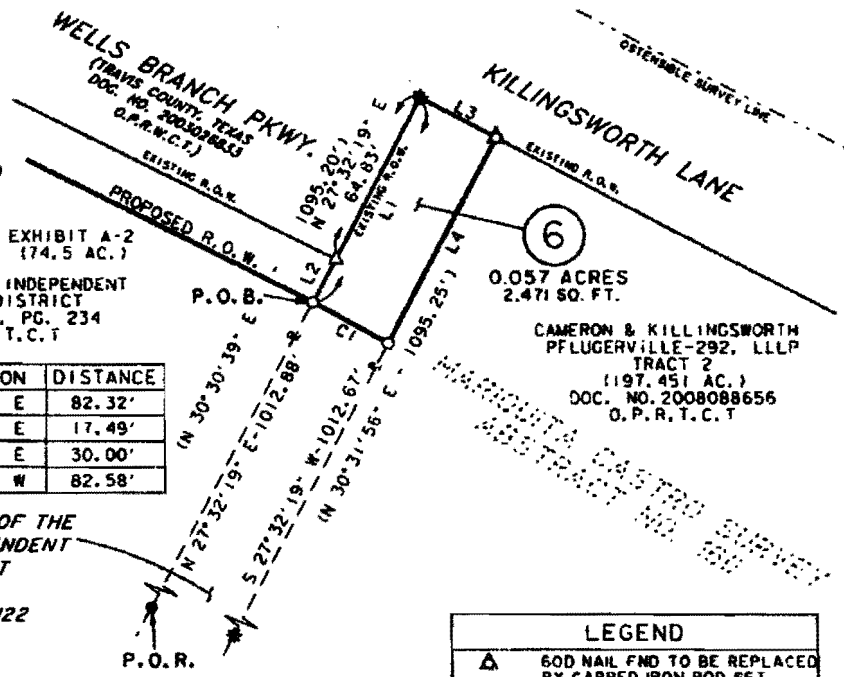
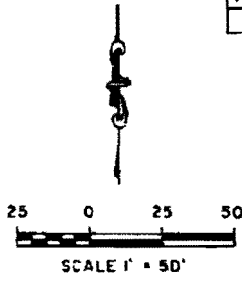


EXHIBIT A-2  
(74.5 AC.)  
PFLUGERVILLE INDEPENDENT  
SCHOOL DISTRICT  
VOL. 9509, PG. 234  
R.P.R.T.C.T

0.057 ACRES  
2,471 SQ. FT.  
CAMERON & KILLINGSWORTH  
PFLUGERVILLE-292, LLLP  
TRACT 2  
(197.451 AC.)  
DOC. NO. 2008088656  
O.P.R.T.C.T

NUMBER	DIRECTION	DISTANCE
L1	N 27°32'19" E	82.32'
L2	N 27°32'19" E	17.49'
L3	S 61°40'39" E	30.00'
L4	S 27°33'36" W	82.58'

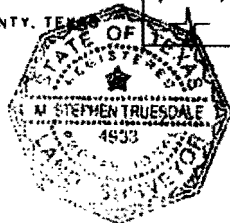
BOARD OF TRUSTEES OF THE  
PFLUGERVILLE INDEPENDENT  
SCHOOL DISTRICT  
(1,973 AC.)  
DOC. NO. 2007017122  
O.P.R.T.C.T

LEGEND	
▲	60D NAIL FND TO BE REPLACED BY CAPPED IRON ROD SET STAMPED "TRAVIS-ROW"
●	CONCRETE FENCE POST FOUND
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
○	CAPPED IRON ROD SET STAMPED "TRAVIS-ROW"
⊙	CAPPED IRON ROD FOUND
⊔	PROPERTY LINE
R.P.R.T.C.T	REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
( )	RECORD INFORMATION
---	BREAKLINE

NOTES:  
1) ALL BEARINGS ARE BASED ON GRID BEARINGS DISTANCES ARE SURFACE DISTANCES COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL TEXAS ZONE, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 100009.  
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON

STATE OF TEXAS  
COUNTY OF WILLIAMSON  
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS

*M. Stephen Truesdale* 7 June 2012  
M STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LP  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL RD. SUITE 103  
ROUND ROCK, TX 78681



**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE 103  
ROUND ROCK, TX. 78681  
PH. (512) 296-1200, FAX (512) 228-1251

PARCEL PLAT SHOWING PROPERTY OF  
BOARD OF TRUSTEES OF THE  
PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT  
PARCEL 6  
0.057 ACRES  
2,471 SQUARE FEET  
PAGE 3 OF 3



## Exhibit "C"

Page 1 of 4

County: Travis  
Parcel No.: 5-E  
Highway: Wells Branch Parkway

### PROPERTY DESCRIPTION FOR PARCEL 5-E

DESCRIPTION OF A 0.547 ACRE (23,809 SQUARE FOOT) TRACT OF LAND SITUATED IN THE MARIQUITA CASTRO SURVEY, ABSTRACT NO. 180, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 30 ACRE TRACT OF LAND (EXHIBIT A-1) AND THAT CALLED 74.5 ACRE TRACT OF LAND (EXHIBIT A-2) CONVEYED TO PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN VOLUME 9509, PAGE 234 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.547 ACRE (23,809 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a found  $\frac{1}{2}$ " iron rod in the common line westerly boundary line of that called 1.973 acre tract of land conveyed to the Board of Trustees of the Pflugerville Independent School District by instrument recorded in Document No. 2007017122, of the Official Public Records of Travis County, Texas, same being the easterly boundary line of said 74.5 acre tract;

**THENCE**, with said common boundary line, **N 27°32'19" E** for a distance of **997.88** feet to a calculated point, the grid coordinates of said point for this description being determined as Northing=10120588.30, Easting=3156655.71, TXSPC Zone 4203, for the most southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing the westerly boundary line of said 1.973 acre tract, through the interior of said 74.5 acre tract and said 30 acre tract, the following three (3) courses:

- 1) Along a curve to the left, having a delta angle of **01°19'13"**, a radius of **1515.13** feet, an arc length of **34.91** feet, and a chord which bears **N 62°24'43" W** for a distance of **34.91** feet to a calculated point, for a point of tangency of the herein described tract;
- 2) **N 64°35'39" W** for a distance of **400.03** feet to a calculated point;
- 3) **N 63°09'43" W** for a distance of **611.61** feet to a calculated point, being in the easterly boundary line of the remaining portion of that called Tract No. Five, conveyed to Butler Broadcasting Company, Ltd. by instrument recorded in Volume 13079 Page 1875 of the Real Property Records of Travis County Texas, same being in the westerly boundary line of said 30 acre tract, for the most southwesterly corner of the herein described tract;
- 4) **THENCE**, with the easterly boundary line of the remaining portion of said Tract No. Five, same being the westerly boundary line of said 30 acre tract, **N 27°26'38" E** for a distance of **25.00** feet to a set  $\frac{1}{2}$ " capped iron rod stamped "TRAVIS ROW", being in the proposed southerly right-of-way line of said of Wells Branch Parkway (right-of-way width varies), for the northwesterly corner of the herein described tract;

**THENCE**, departing the easterly boundary line of the remaining portion of said Tract No. Five, through the interior of said 30 acre tract and said 74.5 acre tract, the following two (2) courses:

- 5) **S 63°09'43" E** for a distance of **1008.86** feet to a set  $\frac{1}{2}$ " capped iron rod stamped "TRAVIS ROW", for a point of tangency of the herein described tract;

PARCEL 5-E

Page 2 of 4

- 6) Along a curve to the right, having a delta angle of 01°24'11", a radius of 1530.13 feet, an arc length of 37.47 feet, and a chord which bears S 62°27'37" E for a distance of 37.47 feet to a set ½" capped iron rod stamped "TRAVIS ROW", being in the westerly boundary line of said 1.973 acre tract, for the most northeasterly corner of the herein described tract and from which a found concrete fence post being in the existing southerly right-of-way line of Killingsworth Lane, same being the most northwesterly corner of said 1.973 acre tract bears N 27°32'19" E at a distance of 82.32 feet;
- 7) **THENCE**, departing said proposed right-of-way line, with the westerly boundary line of said 1.973 acre tract, same being the easterly boundary line of said 74.5 acre tract, S 27°32'19" W for a distance of 15.00 feet to the **POINT OF BEGINNING**, containing 0.547 acres (23,809 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

§

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

*31 AUG 2012*

\_\_\_\_\_  
 M. Stephen Truesdale  
 Registered Professional Land Surveyor No. 4933  
 Licensed State Land Surveyor  
 Inland Geodetics, LP  
 Firm Registration No: 100591-00  
 1504 Chisholm Trail Road, Suite 103  
 Round Rock, TX 78681

Date

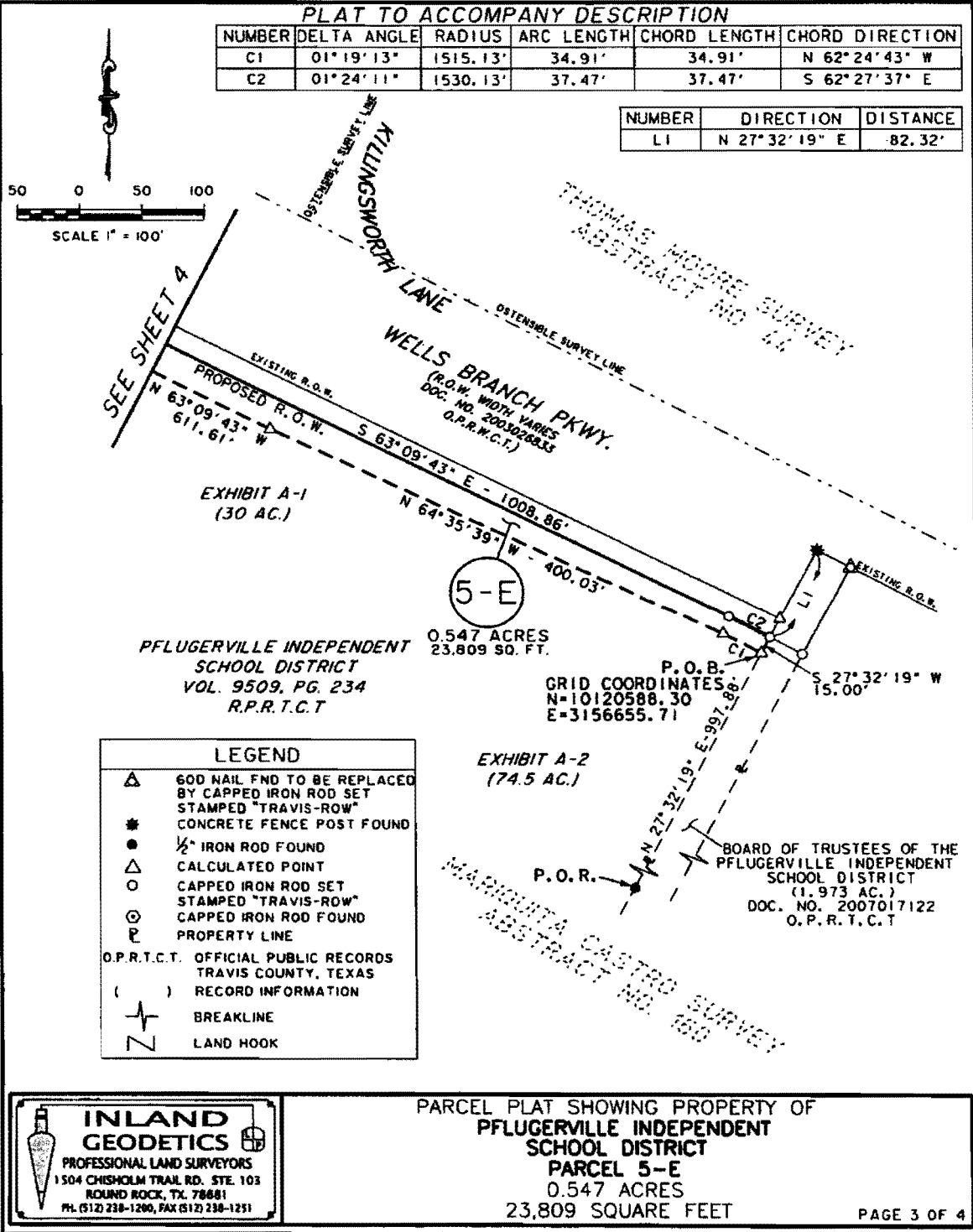


EXHIBIT C

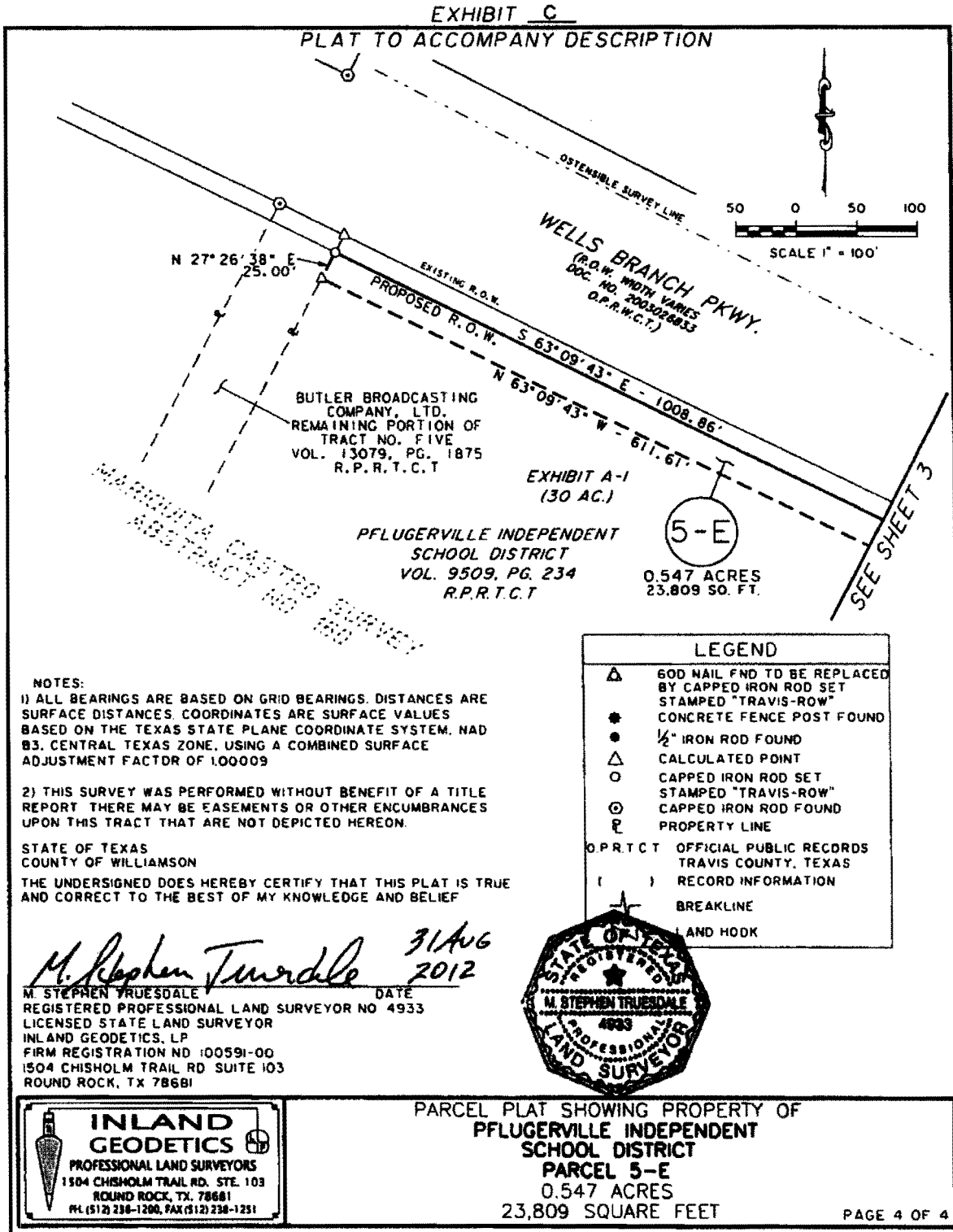
PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	01° 19' 13"	1515.13'	34.91'	34.91'	N 62° 24' 43" W
C2	01° 24' 11"	1530.13'	37.47'	37.47'	S 62° 27' 37" E

NUMBER	DIRECTION	DISTANCE
L1	N 27° 32' 19" E	82.32'



**INLAND GEODETICS**  
 PROFESSIONAL LAND SURVEYORS  
 1504 CHISHOLM TRAIL RD. STE. 103  
 ROUND ROCK, TX. 78681  
 PH. (512) 238-1200, FAX (512) 238-1231



## Exhibit "D"

Page 1 of 3

**County:** Travis  
**Parcel No.:** 6-E  
**Highway:** Wells Branch Parkway

### PROPERTY DESCRIPTION FOR PARCEL 6-E

DESCRIPTION OF A 0.010 ACRE (450 SQUARE FOOT) TRACT OF LAND SITUATED IN THE MARIQUITA CASTRO SURVEY, ABSTRACT NO. 160, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.973 ACRE TRACT OF LAND CONVEYED TO THE BOARD OF TRUSTEES OF THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007017122 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.010 ACRE (450 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a found 1/2" iron rod in the common line of the easterly boundary line of that called 74.5 acre tract of land (Exhibit A-2) conveyed to Pflugerville Independent School District by instrument recorded in Volume 9509, Page 234, of the Real Property Records of Travis County, Texas, same being the westerly boundary line of said 1.973 acre tract;

**THENCE**, with said common boundary line, **N 27°32'19" E** a distance of **997.88** feet to a calculated point, point, the grid coordinates of said point for this description being determined as Northing=10120588.30, Easting=3156655.71, TXSPC Zone 4203, for the most southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, continuing with said common boundary line, **N 27°32'19" E** for a distance of **15.00** feet to a set capped 1/2" iron rod stamped "TRAVIS ROW", being in the proposed southerly right-of-way line of Wells Branch Parkway (right-of-way width varies), being an angle point in the existing southerly right-of-way line of said Well Branch Parkway, same being the most northeasterly corner of said 74.5 acre tract and from which a found concrete fence post being in the existing southerly right-of-way line of Killingsworth Lane, same being the most northwesterly corner of said 1.973 acre tract bears **N 27°32'19" E** at a distance of **82.32** feet;
- 2) **THENCE**, departing the easterly boundary line of said 74.5 acre tract, with said proposed right-of-way line, through the interior of said 1.973 acre tract, along a curve to the right, having a delta angle of **01°07'21"**, a radius of **1530.13** feet, an arc length of **29.97** feet, and a chord which bears **S 61°11'51" E** for a distance of **29.97** feet to set capped 1/2" iron rod stamped "TRAVIS ROW", being in the common boundary line of that called 197.451 acre tract of land (Tract 2) conveyed to Cameron & Killingsworth Pflugerville-292, L.L.L.P. by instrument recorded in Document No. 2008088656 of the Official Public Records of Travis County Texas, and said 1.973 acre tract, and from which a 60 D nail found to be replaced by a set capped iron rod stamped "TRAVIS ROW", being the most northwesterly corner of said 197.451 acre tract, same being the northeasterly corner of said 1.973 acre tract bears **N 27°33'36" E** at a distance of **82.58** feet;
- 3) **THENCE**, departing the proposed southerly right-of-way line of said Wells Branch Parkway, with the common boundary line of said 197.451 acre tract and said 1.973 acre tract, **S 27°33'36" W** for a distance of **15.01** feet to a calculated point, for the southeasterly corner of the herein described tract and from which a found concrete fence post in the common boundary line of said 197.451 acre tract and said 1.973 acre tract bears **S 27°33'36" W** at a distance of **997.66** feet;

PARCEL 6-E

Page 2 of 3

- 4) **THENCE**, departing the westerly boundary line of said 197.451 acre tract, through the interior of said 1.973 acre tract, along a curve to the left, having a delta angle of 01°08'00", a radius of 1515.13 feet, an arc length of 29.97 feet, and a chord which bears N 61°11'06" W for a distance of 29.97 feet to the **POINT OF BEGINNING**, containing 0.010 acres (450 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §

§  
§

KNOW ALL MEN BY THESE PRESENTS:

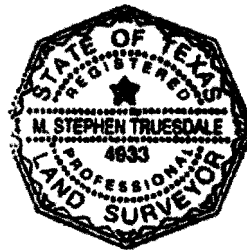
COUNTY OF WILLIAMSON

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
 M. Stephen Truesdale  
 Registered Professional Land Surveyor No. 4933  
 Licensed State Land Surveyor  
 Inland Geodetics, LP  
 Firm Registration No: 100591-00  
 1504 Chisholm Trail Road, Suite 103  
 Round Rock, TX 78681

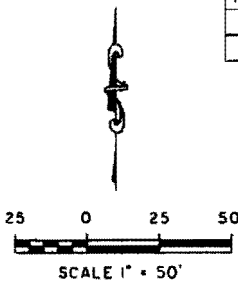
*31 AUG 2012*  
 Date



**EXHIBIT D**

**PLAT TO ACCOMPANY DESCRIPTION**

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	01°07'21"	1530.13'	29.97'	29.97'	S 61°11'51" E
C2	01°08'00"	1515.13'	29.97'	29.97'	N 61°11'06" W



PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT  
VOL. 9509, PG. 234  
R. P. R. T. C. T

P.O.B.  
GRID COORDINATES  
N=10120588.30  
E=3156655.71

NUMBER	DIRECTION	DISTANCE
L1	N 27°32'19" E	15.00'
L2	N 27°32'19" E	82.32'
L3	S 27°33'36" W	15.01'
L4	N 27°33'36" E	82.58'

BOARD OF TRUSTEES OF THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT  
(1.973 AC.)  
DOC. NO. 2007017122  
O.P.R.T.C.T

6-E  
0.010 ACRES  
450 SQ. FT.

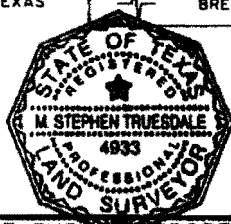
CAMERON & KILLINGSWORTH PFLUGERVILLE-292, LLLP  
TRACT 2  
(197.451 AC.)  
DOC. NO. 2008088656  
O.P.R.T.C.T

NOTES:  
1) ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL TEXAS ZONE, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00009  
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES UPON THIS TRACT THAT ARE NOT DEPICTED HEREON

STATE OF TEXAS  
COUNTY OF WILLIAMSON  
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF  
WITNESS MY HAND AND SEAL AT ROUND ROCK, WILLIAMSON COUNTY, TEXAS

LEGEND	
△	60D NAIL FND TO BE REPLACED BY CAPPED IRON ROD SET STAMPED "TRAVIS-ROW"
●	CONCRETE FENCE POST FOUND
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
○	CAPPED IRON ROD SET STAMPED "TRAVIS-ROW"
⊙	CAPPED IRON ROD FOUND
—	PROPERTY LINE
R.P.R.T.C.T	REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
O.P.R.T.C.T	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
( )	RECORD INFORMATION
—	BREAKLINE

*M. Stephen Truesdale* 31 AUG 2012  
M STEPHEN TRUESDALE DATE 7/2012  
REGISTERED PROFESSIONAL LAND SURVEYOR NO 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LP  
FIRM REGISTRATION NO 100591-00  
1504 CHISHOLM TRAIL RD SUITE 103  
ROUND ROCK, TX 78681



**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX 78681  
PH (512) 238-1206, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF  
BOARD OF TRUSTEES OF THE  
PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT  
PARCEL 6-E  
0.010 ACRES  
450 SQUARE FEET  
PAGE 3 OF 3

**EXHIBIT "E"**  
**SPECIAL CONSIDERATION**

**As part of BUYER'S Wells Branch roadway project that will improve access to the PISD property resulting from the County's road improvements, BUYER hereby agrees to construct one 36 foot wide concrete driveway and one 45 foot wide concrete driveway with driveway aprons (wide enough to accommodate two lanes of traffic and three lanes of traffic, respectively), between the new Wells Branch roadway pavement edge, and southern boundary of the new right-of-way line, also defined as the northernmost edge of the property shown in Exhibits "A" and "B" attached hereto. Said driveway shall be constructed at BUYER'S sole cost and expense and in locations that are acceptable to both BUYER and SELLER.**



EXHIBIT "F"

SPECIAL WARRANTY DEED

STATE OF TEXAS                    §  
   §        KNOW ALL PERSONS BY THESE  
 PRESENTS:  
 COUNTY OF TRAVIS                §

That PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, by and through (*Name of presiding officer*), its (*Title of executive officer*), on behalf of PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "GRANTOR," whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the State of Texas, whose mailing address is P. O. Box 1748, Austin, Texas 78767, hereinafter referred to as "GRANTEE," the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said Travis County, Texas, all of the following real property in Travis County, Texas, to-wit:

That certain tract of land situated in Travis County and being more particularly described by metes and bounds in Exhibit \_ which is attached hereto and made a part hereof.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind itself, its representatives, successors, and assigns to the extent, and only to the extent allowed by the laws and Constitution of the State of Texas, to WARRANT and FOREVER DEFEND, all and singular, the said premises to GRANTEE and GRANTEE'S successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

This conveyance is made subject to the Permitted Exceptions set forth in Exhibit \_\_\_ to this deed, which is attached hereto and made a part hereof.

EXECUTED this 21st day of March, 2013.

PFLUGERVILLE INDEPENDENT  
SCHOOL DISTRICT

By: *Elva Gladney*

Name: Elva Gladney

Title: President, Board of Trustees

ACKNOWLEDGMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS               §

This instrument was acknowledged before me on March 21, 2013 by Elva Gladney, President, Board of Trustees of Pflugerville Independent School District, on behalf of Pflugerville Independent School District.

Notary Public in and for  
The State of Texas



Name Shari L. Thorn

My Commission expires: March 3, 2015

Mailing Address of Grantee:

Travis County, Texas  
c/o Transportation and  
Natural Resources Department  
P.O. Box 1748  
Austin, TX 78767  
Attn: Mike Martino



Exhibit "G"

LATERAL SUPPORT EASEMENT

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS	§	

That PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, by and through (*Name of presiding officer*), its (*Title of executive officer*), on behalf of PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "GRANTOR", whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by Travis County, a political subdivision of the State of Texas, whose mailing address is P. O. Box 1748, Austin, Texas 78767, hereinafter referred to as "GRANTEE," the receipt and sufficiency of which are hereby acknowledged and confessed and for which no lien or encumbrance, expressed or implied, is retained, has this day GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the said Travis County, subject to the requirements below, an easement for the construction and placement of an earthen fill for the lateral support of the abutting roadway on and upon the following described property, to-wit:

That certain tract of land situated in Travis County and being more particularly described by metes and bounds in Exhibit " " which is attached hereto and made a part hereof.

GRANTOR further covenants and agrees to use the property only in those ways consistent with the lateral support easement herein granted and agrees to do nothing which would impair, damage, or destroy said lateral support, and it is further understood and agreed that the covenants and agreements set forth above shall be considered covenants running with the land, fully binding upon GRANTOR and his successors and assigns.

In addition to the easements, rights, and privileges herein conveyed, GRANTEE shall have the right to use so much of the surface of the property of GRANTOR as may be reasonably necessary to construct and install within the easement granted hereby the facilities contemplated by this grant.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever to the extent, and only to the extent allowed by the laws and Constitution of the State of Texas, to WARRANT and FOREVER DEFEND, all and singular, the said easement to GRANTEE and GRANTEE'S successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

EXECUTED this 21st day of March, 2013.

PFLUGERVILLE INDEPENDENT SCHOOL  
DISTRICT

By: *Elva Gladney*  
Name: Elva Gladney  
Title: President, Board of Trustees

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on March 21, 2013 by Elva Gladney, President, Board of Trustees of Pflugerville Independent School District, on behalf of Pflugerville Independent School District.

Notary Public in and for  
The State of Texas

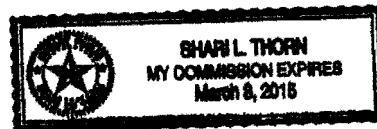
*Shari L. Thorn*

Name Shari L. Thorn

My Commission expires: 03.03.15

Mailing Address of Grantee:

Travis County, Texas  
c/o Transportation and  
Natural Resources Department  
P.O. Box 1748  
Austin, TX 78767  
Attn: Mike Martino



# Item 8



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By:** Michael Hettenhausen **Phone #:** 854-7563

**Division Director/Manager:** Anna Bowlin, Division Director, Development Services and Long Range Planning

AB

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** County Judge Samuel T. Biscoe

**AGENDA LANGUAGE:** Consider and take appropriate action an Interlocal Agreement with the City of Sunset Valley relating to the review and inspection of subdivisions within the extraterritorial jurisdiction in compliance with HB 1445/HB 1204.

### BACKGROUND/SUMMARY OF REQUEST:

Sunset Valley, a small city almost completely built out and nearly fully developed, is located in southwest Travis County near the State Highway 71 and Brodie Lane intersection. The City's extraterritorial jurisdiction (ETJ) consists of three areas comprising the properties fronting on Country White Lane, the Grand Reserve Apartments on Brodie Lane, and properties fronting on the north end of Stearns Lane. A map setting the City's ETJ is attached hereto as Exhibit "A."

Under HB 1445/HB 1204, the Texas Legislature required that counties have an agreement with each of their municipalities by January 1, 2006, for the review and inspection of subdivisions within the unincorporated area that is part of the municipality's ETJ. For the Sunset Valley interlocal agreement, both parties agree:

1. The City of Sunset Valley shall have exclusive jurisdiction to regulate subdivision plats and to approve related permits in its ETJ and shall have sole authority to regulate subdivisions under Subchapter A of Chapter 212, Local Government Code and other statutes applicable to municipalities pertaining to the authority to regulate subdivisions.
2. The parties may amend this agreement if the City's ETJ expands or is reduced. The City shall promptly notify the County of any expansion or reduction in the City's ETJ.
3. During the platting of subdivisions within its ETJ, the City of Sunset Valley agrees to uphold the Onsite Sewage Facilities-related (OSSF) residential lot size minimum of one (1) acre for tracts over the Edwards Aquifer or its contributing zone, when such facilities are allowed by the City.

4. The parties agree that Travis County shall continue to issue OSSF permits and regulate septic systems within the City's ETJ, if an onsite sewage facility is allowed by the City.

5. During the platting of subdivisions within its ETJ, the City of Sunset Valley agrees to uphold the following in connection with the National Flood Insurance Program (NFIP):

a. Subdivisions shall be designed consistent with the need to minimize flood damage within flood prone areas.

b. All public utilities and facilities shall be located and constructed to minimize or eliminate flood damage.

c. Adequate drainage shall be provided to reduce exposure to flood damage.

d. Platting of subdivisions greater than five (5) acres or fifty (50) lots, whichever is less, shall include detailed engineering documents adequate to determine base flood elevations.

e. Travis County shall retain the prerogative to authorize Letters of Map Revision and Conditional Letters of Map Revision.

f. Basic Development Permits issued by Travis County shall continue to be required within the City's ETJ.

6. For all plats that are subject to the City's exclusive jurisdiction under this Agreement, the City shall advise the applicant of the existence of this Agreement, and shall include on all such plats the following plat note:

"All or part of this subdivision is within the extraterritorial jurisdiction of the City of Sunset Valley. Under Chapter 242, Local Government Code, and an interlocal agreement with Travis County, Texas, the City of Sunset Valley ("City") has sole and exclusive jurisdiction over approval of this plat. However, Travis County retains sole and exclusive jurisdiction over maintenance of public roads and issuance of onsite sewage permits (when and if onsite sewage facilities are permitted by the City's applicable regulations). Travis County further has authority to issue development permits for this subdivision, in addition to the City's authority to regulate site plan and issue watershed protection permits. The City's approval of this plat does not ensure Travis County's acceptance of the roads for maintenance or approval of onsite sewage permits or development permits for this subdivision. The owner or developer is responsible for ensuring that the requirements of this plat are consistent with and do not prevent acceptance of the roads or issuance of onsite sewage permits and development permits for this subdivision by Travis County. In the event of a conflict, plat amendments may be required prior to accepting roads or issuing onsite sewage or development permits by Travis County."

Travis County and the City of Sunset Valley review proposed roads using the criteria set forth in the City of Austin's Transportation Criteria Manual.

**STAFF RECOMMENDATIONS:**

This interlocal agreement was approved by the City of Sunset Valley on April 4, 2013; Travis County staff recommends approval of the interlocal agreement.

**ISSUES AND OPPORTUNITIES:**

This agreement shall commence on the date on which the last party signs it. This agreement shall continue in force until the legislature repeals the requirements set forth in Section 242.001 et. Seq., Local Government Code.

If an application for a subdivision of property covered by this agreement or any submission in furtherance of approval of a subdivision of such property (a "Submission") has been submitted to the County alone (not concurrently to the City) and such matter remains pending on the commencement of this agreement, the following shall apply:

1. All documents or information submitted to the County and any responsive communications shall be transferred to the City expeditiously following the commencement of this agreement. Written notice of such transfer shall concurrently be provided to the person(s) making the submission.

2. The City and the County shall cooperate in communicating to the person(s) making a submission that the City will have sole responsibility for review and approval.

3. The submission will be deemed received by the City on the date of transfer of documents to the City and concurrent notice to the person(s) making the submission. Any application fees paid to the County in connection with a submission shall be transferred to the City and applied toward the appropriate application fee of the City.

The standard Travis County Consumer Protection Notice cover sheet will be added to all plats containing a residential land use that are reviewed by the City.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Unlike interlocal agreements with other municipalities (e.g., City of Austin), a joint code will not be developed for review and inspection of subdivisions. Each entity will utilize its current set of development regulations and review protocol.

**ATTACHMENTS/EXHIBITS:**

Interlocal Agreement  
Exhibit A

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429




**CC:**


**SM:AB:mh**

**1101 - Development Services Long Range Planning - Sunset Valley Interlocal Agreement**

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN CITY OF SUNSET VALLEY AND TRAVIS COUNTY

This agreement is made by and between the following parties in accordance with Chapter 791 of the Texas Government Code.

Travis County, Texas, a political subdivision of the State of Texas ("**County**"), and the City of Sunset Valley, Texas, a municipal corporation organized under the general laws of the State of Texas ("**City**").

Purpose

The purpose of the parties hereto is to enter into an interlocal agreement prescribed by the terms of H. B., 1445 of the 77<sup>th</sup> Legislature and Section 242.001 *et. seq.* Local Government Code to provide for regulation of subdivisions in the extra-territorial jurisdiction ("ETJ") of the City of Sunset Valley.

Both parties understand and agree that the provision of Section 242.001 *et. seq.* Local Government Code apply to the County and the City. The parties also understand and agree that Sunset Valley is a small general law city that is almost completely built out and nearly fully developed. The City's ETJ is comprised of three areas comprising the properties fronting on Country White Lane, the Grand Reserve Apartments on Brodie Lane, and properties fronting on the north end of Stearns Lane. A map setting the City's ETJ is attached hereto as Exhibit "A"

Agreement

The parties agree that the provisions of Section 242.001 (d) (1) Local Government Code as amended, shall govern the relationship between the parties hereto as follows:

1. The City of Sunset Valley shall have exclusive jurisdiction to regulate subdivision plats and to approve related permits in its ETJ and shall have sole authority to regulate subdivisions under Subchapter A of Chapter 212, Local Government Code and other statues applicable to municipalities pertaining to the authority to regulate subdivisions.
2. The parties may amend this agreement if the City's ETJ expands or is reduced. The City shall promptly notify the County of any expansion or reduction in the City's ETJ.
3. During the platting of subdivisions within its ETJ, the City of Sunset Valley agrees to uphold the OSSF-related (Onsite Sewage Facilities) residential lot size minimum of one (1) acre for tracts over the Edwards Aquifer or its contributing zone, when such facilities are allowed by the City.
4. The parties agree that Travis County shall continue to issue OSSF permits and regulate septic systems within the City's ETJ, if an onsite sewage facility is allowed by the City.
5. During the platting of subdivisions within its ETJ, **the** City of Sunset Valley agrees to uphold the following in connection with the National Flood Insurance Program (NFIP):
  - a. Subdivisions shall be designed consistent with the need to minimize flood damage within flood prone areas.
  - b. All public utilities and facilities shall be located and constructed to minimize or eliminate flood damage.
  - c. Adequate drainage shall be provided to reduce exposure to flood damage.

- d. Platting of subdivisions greater than five (5) acres or fifty (50) lots, whichever is less, shall include detailed engineering documents adequate to determine base flood elevations.
  - e. Travis County shall retain the prerogative to authorize Letters of Map Revision and Conditional Letters of Map Revision.
  - f. Basic Development Permits issued by Travis County shall continue to be required within the City's ETJ.
6. For all plats that are subject to the City's exclusive jurisdiction under this Agreement, the City shall advise the applicant of the existence of this Agreement, and shall include on all such plats the following plat note:

"All or part of this subdivision is within the extraterritorial jurisdiction of the City of Sunset Valley. Under Chapter 242, Local Government Code, and an interlocal agreement with Travis County, Texas, the City of Sunset Valley ("City") has sole and exclusive jurisdiction over approval of this plat. However, Travis County retains sole and exclusive jurisdiction over maintenance of public roads, and issuance of onsite sewage permits (when and if onsite sewage facilities are permitted by the City's applicable regulations). Travis County further has authority to issue development permits for this subdivision, in addition to the City's authority to regulate site plan and issue watershed protection permits. The City's approval of this plat does not ensure Travis County's acceptance of the roads for maintenance, or approval of onsite sewage permits or development permits for this subdivision. The owner or developer is responsible for ensuring that the requirements of this plat are consistent with and do not prevent acceptance of the roads or issuance of onsite sewage permits and development permits for this subdivision by Travis County. In the event of a conflict, plat amendments may be required prior to accepting roads or issuing onsite sewage or development permits by Travis County."

#### Term

This agreement shall commence on the date on which the last party signs it. This agreement shall continue in force until the legislature repeals the requirements set forth in Section 242.001 et. Seq., Local Government Code.

#### Pending subdivision submissions

If an application for a subdivision of property covered by this agreement or any submission in furtherance of approval of a subdivision of such property (a "Submission") has been submitted to the County alone (not concurrently to the City) and such matter remains pending on the commencement of this agreement, the following shall apply:

1. All documents or information submitted to the County and any responsive communications shall be transferred to the City expeditiously following the commencement of this agreement. Written notice of such transfer shall concurrently be provided to the person(s) making the Submission.

2. The City and the County shall cooperate in communicating to the person(s) making a Submission that the City will have sole responsibility for review and approval.

3. The Submission will be deemed received by the City on the date of transfer of documents to the City and concurrent notice to the person(s) making the Submission. Any application fees paid to the County in connection with a Submission shall be transferred to the City and applied toward the appropriate application fee of the City.

Law and Venue

This agreement is governed by the laws of the State of Texas and all obligations under this agreement are performable in Travis County, Texas.

Notices

Method of Notice. Any notice required or permitted to be given under this agreement by one party to the other shall be in writing and shall be given deemed to have been given immediately if delivered in person to the address set forth below for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address below.

Addresses

Address of County. The address of the County for all purposes under this agreement and for all notices hereunder shall be:

Steve Manilla, (or successor)  
County Executive, TNR  
P. O. Box 1748  
Austin, Texas 78767

WITH A COPY TO:

David Escamilla (or successor)  
Travis County Attorney  
P. O. Box 1748  
Austin, Texas 78767

Address of City. The address of the City for all purposes under this agreement and for all notices hereunder shall be:

City of Sunset Valley  
3205 Jones Road  
Sunset Valley, Texas 78745

### Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in TEX. CIV. PRAC. AND REM. CODE, 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications described in TEX. CIV. PRAC. AND REM. CODE, 154.073, unless both parties agree in writing to waive confidentiality.

### Entire Agreement

All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this agreement.

### Severability

If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of the agreement shall be constructed as if that portion were not included in the agreement and shall remain valid and binding.

### Assignability

Neither party may assign any of the rights or duties created by this agreement without the prior written approval of the other party.

### Interpretational Guidelines

Computation of Time. When any period of time is stated in this agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of an period falls on a Saturday, Sunday, or a day that either party has declared a holiday for its employees, these days shall be omitted from the computation.

Number and Gender. Words of any gender in this agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the agreement clearly requires otherwise.

Headings. The headings at the beginning of the various provisions of this agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this agreement.

Legal Authority. The person or persons signing this agreement on behalf of each party hereto, or representing themselves as signing this agreement on behalf of each party hereto, do hereby warrant and guarantee that he, she, or they have been duly authorized by the party to this agreement to sign this agreement on behalf of the party and to bind the party validly and legally to all terms, performances, and provisions in this agreement.

Duplicate Originals. This document is executed in duplicate originals.

TRAVIS COUNTY TEXAS

CITY OF SUNSET VALLEY

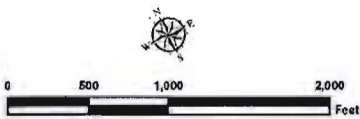
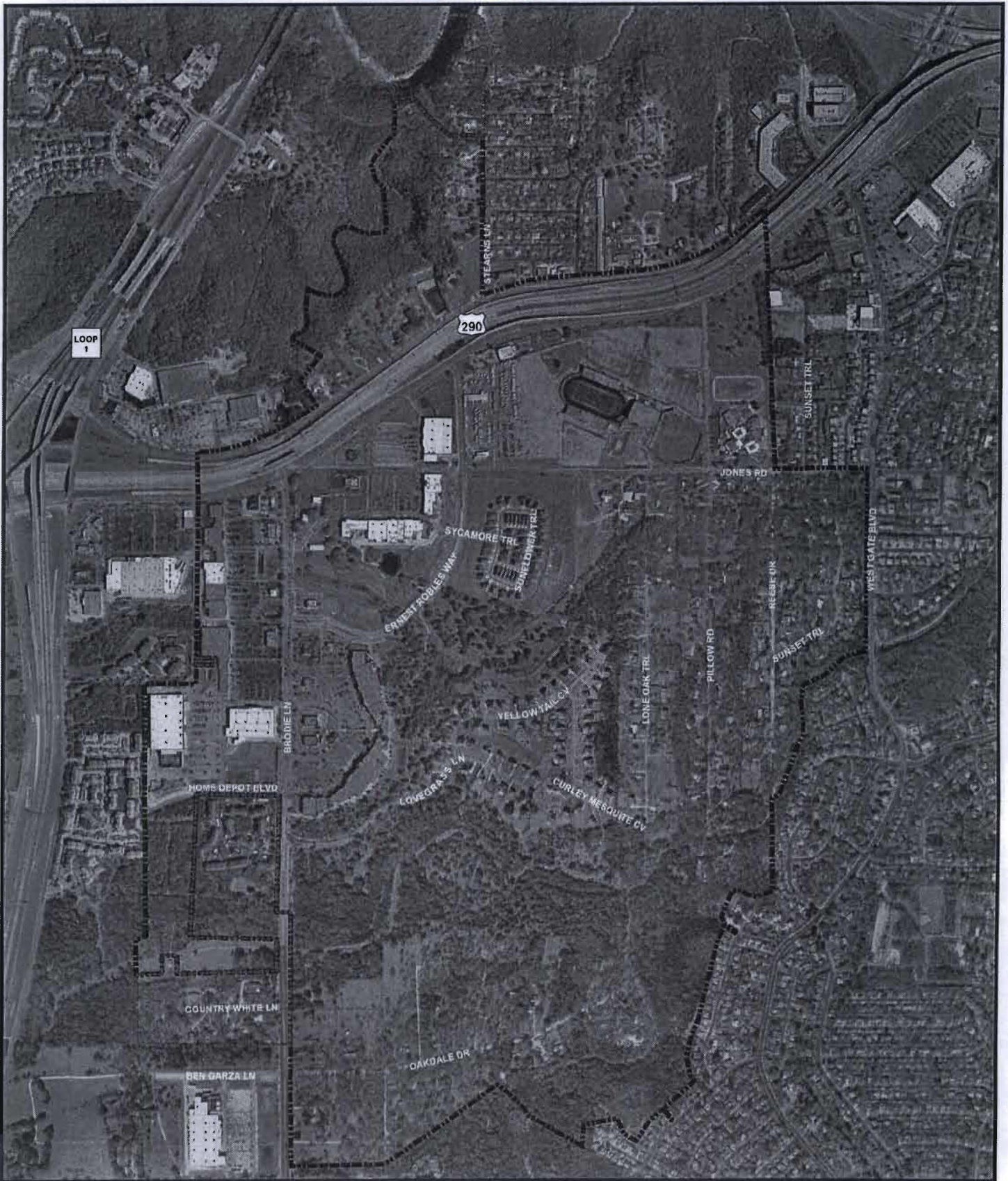
By: \_\_\_\_\_  
County Judge

By: Rose A. Cuddegar  
Mayor

Date: \_\_\_\_\_

Date: April 4, 2013

# Exhibit A



**City of Sunset Valley  
City Limits and ETJ  
May, 2010**

LEGEND	
	City of Sunset Valley ETJ
	City of Sunset Valley City Limits



## Item 9

# Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By:** Michael Hettenhausen **Phone #:** 854-7563

**Division Director/Manager:** Anna Bowlin, Division Director of Development Services and Long Range Planning

**Department Head/Title:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Davis, Precinct One

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) Revised Sorento Preliminary Plan [Revised Preliminary Plan - 970 total lots (944 single family lots, 8 public parkland lots, 3 private parkland lots, 6 private landscape lots, 6 private hike and bike trail lots, 1 public access lot, and 2 multi-family and development reserve lots - 356.5 acres - City of Pflugerville ETJ)]; and
- B) A phasing agreement between Travis County and Sorento Holdings 2012 LLC in Precinct One.

### **BACKGROUND/SUMMARY OF REQUEST:**

A) The original preliminary plan, approved by Court July 10, 2012, consisted of 991 total lots on 356.5 acres. This revision proposes to reduce the total number of lots from 991 to 970, mostly by reducing the number of single family lots from 961 to 944. In addition to the lot reduction, Aventura Avenue and Avalor Avenue (now Avalor Way) right-of-way (ROW) has been modified to provide room for future monumentation at the entrance to the subdivision.

The Sorento property fronts on Jesse Bohls Road to the south and Weiss Lane to the west. The application includes 43,285.22 linear feet of proposed public streets. Water service will be provided by the City of Pflugerville, and wastewater service will be provided by Travis County Municipal Utility District #17. Parkland dedication or fees in lieu of parkland dedication will be satisfied with each final plat out of the preliminary plan.

B) The original preliminary plan included a phasing agreement between Travis County and Cactus Investments, L.P. The new owner, Sorento Holdings 2012, LLC, desires to revise the original phasing agreement to reference the new ownership as well as the approved street name changes. As with the original owner, the new owner intends to develop the property in phases and will therefore subsequently submit for City of Pflugerville and Travis County approval final plats and construction plans for the street, drainage, and other improvements in phases until all portions or



phases of the Sorento Subdivision have been final platted and recorded. To this end, the developer intends to enter into a phasing agreement with Travis County to establish how and when the developer will contribute funds for the developer's pro rata share of the necessary street and drainage infrastructure requirements adjacent to and near the property, pursuant to Travis County Subdivision requirements. In consideration of the premises and promises contained within the agreement, the developer and the county agree that, with the associated final plats and construction plans, the developer shall post fiscal security in a form and amount satisfactory for construction of the several roadway improvements outlined in the Traffic Impact Analysis and proposed phasing agreement.

**STAFF RECOMMENDATIONS:**

As this revised preliminary plan application meets all Travis County requirements and was approved by the City of Pflugerville Planning and Zoning Commission on April 1, 2013, Travis County staff recommends approval of the revised preliminary plan and phasing agreement.

**ISSUES AND OPPORTUNITIES:**

Staff has not received any inquiries or registered any interested parties for this application.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**EXHIBITS/ATTACHMENTS:**

- Precinct map
- Location map
- Proposed revised preliminary plan
- Original proposed phasing agreements

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


SM:AB:mh

## **1101 - Development Svs- Revised Sorento Preliminary Plan**

# Precinct Map

BETA GIS



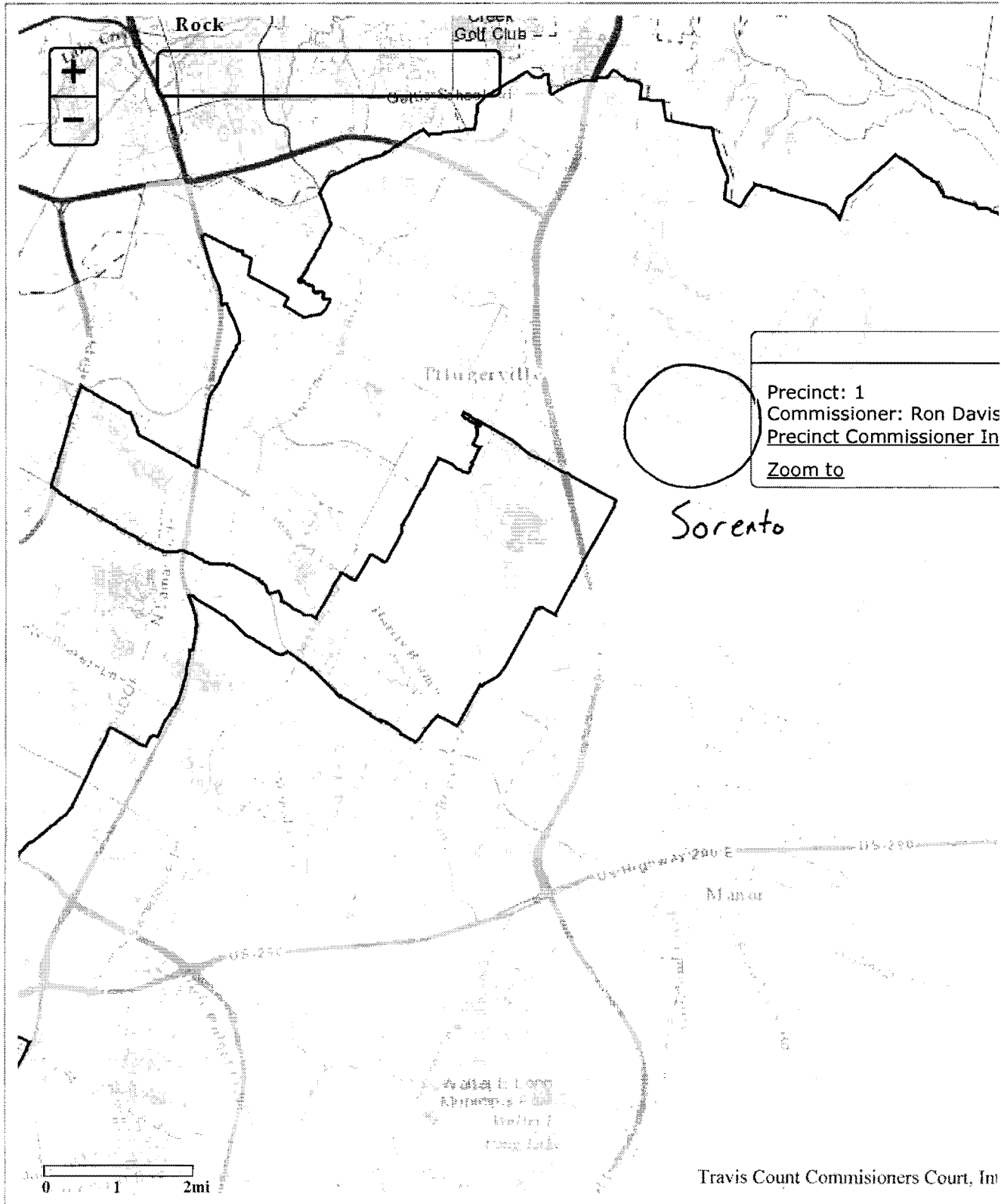
Point

Line

Polyline

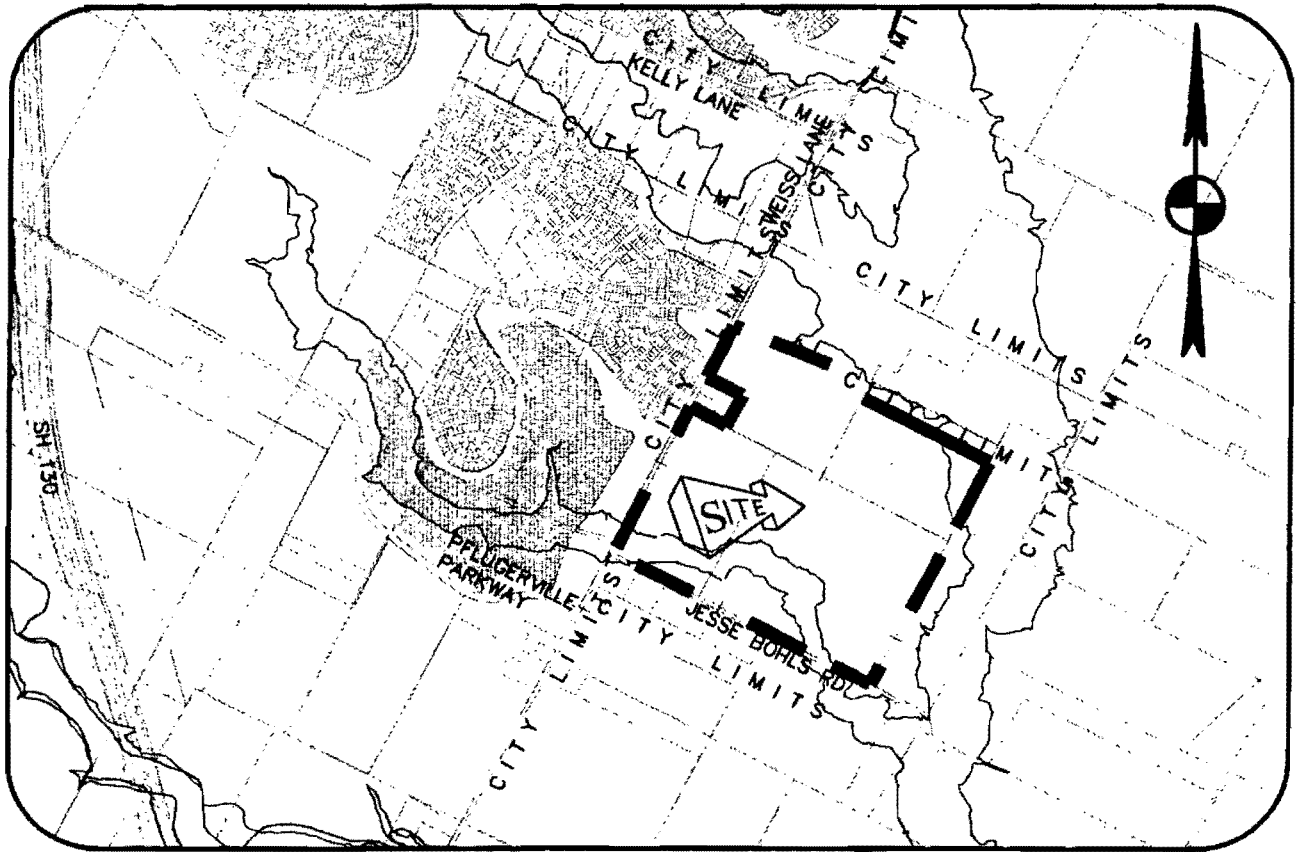
Polygon

Buffer



Travis County Commissioners Court, Inc

# PFLUGERVILLE

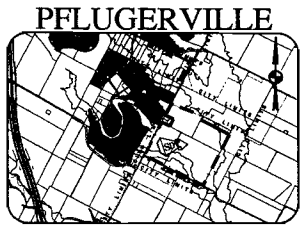


**VICINITY MAP**  
**NOT TO SCALE**

Table with columns: NO., SHEETS, DESCRIPTION, BY, APPROVAL. Includes a note about revising interior specifications to phase 12 entry roads.

REVISED SORENTO PRELIMINARY PLAT-NOT FOR RECORDATION MARCH 2013

- INDEX: 1. COVER SHEET 2.7. DIMENSION PLAN 8. PHASING - LOT SUMMARY PLAN 9-14. UTILITY PLAN 15-20. DRAINAGE STUDY 21. CUT-FILL PLAN 22. STREET LIGHT PLAN 23. TREE SURVEY 24. FIRE PROTECTION PLAN



LEGAL DESCRIPTION: A portion of the property is contained within the limits of the 100-year flood plain as defined by FEMA.

FLOODPLAIN: A PORTION OF THE PROPERTY IS CONTAINED WITHIN THE LIMITS OF THE 100-YEAR FLOOD PLAIN AS DEFINED BY FEMA.

BENCHMARK: 111-357 AND 111-361 IN DRIVEWAY ON WEST SIDE OF WESS LN SOUTH OF HOUSTON LANE CROSSING.

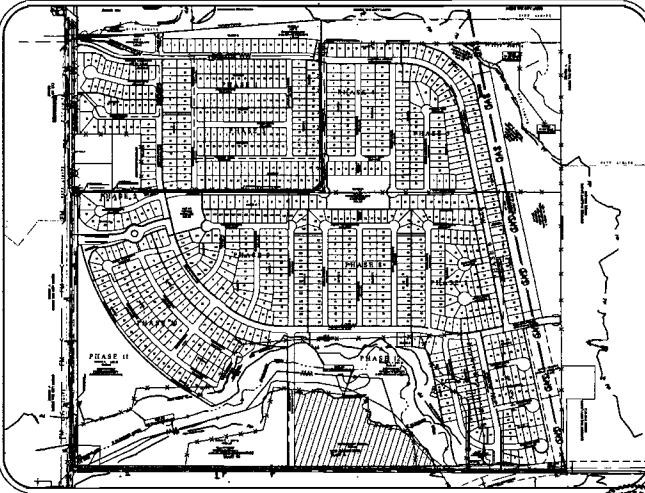
Table showing Land Use, Lots, and Phases of Lots. Columns include Lot Type, Area, and Phase.

Table showing PARCEL/LAND CALCULATION with columns for Lot Type and Area.

Table showing PHASES & LOT TYPES and LEGEND OF LOT TYPES. Columns include Lot Type, Area, and Phase.

Table showing STREETS with columns for Street Name, Street Classification, and Length.

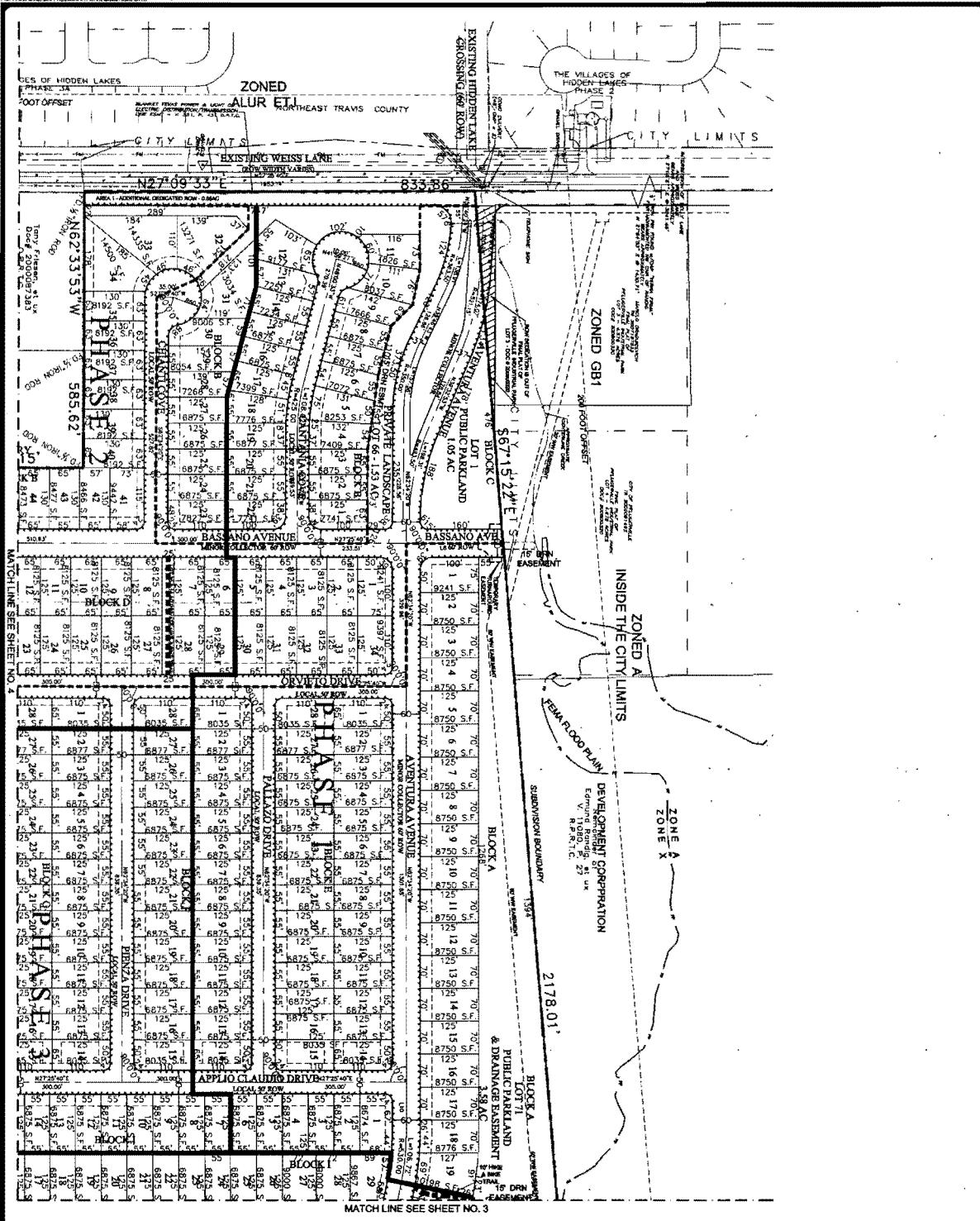
Table showing BLOCKS & LOTS with columns for Block Name, Block No., S.F. Area, and Lot Count.



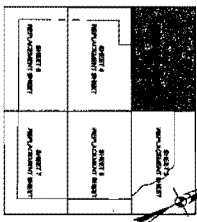
NOTES: 1. THE DEVELOPMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT FOR WILDFLOWER AND CACTUS... 11. WATER INFACILITY FOR IRRAWADDI CONSUMPTION IS AVAILABLE IN ADEQUATE SUPPLY CAPABLE OF MEETING FIVE FLOW REQUIREMENTS AT THE TIME OF SUBMISSION OF THIS PRELIMINARY PLAT.

OWNER / DEVELOPER: Pape-Dawson Engineers, Inc. ENGINEER: Pape-Dawson Engineers, Inc. SURVEYOR: Pape-Dawson Engineers, Inc.

Professional stamps and signatures for the Engineer, Surveyor, and State of Texas. Includes the official seal of the State of Texas and the Pape-Dawson Engineers logo.



MATCH LINE SEE SHEET NO. 3



LEGEND

- EXISTING ROADWAY
- PROPOSED ROADWAY
- EXISTING DRIVEWAY
- PROPOSED DRIVEWAY
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING UTILITY
- PROPOSED UTILITY
- EXISTING LOT LINE
- PROPOSED LOT LINE
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING ENCUMBRANCE
- PROPOSED ENCUMBRANCE
- EXISTING SUBDIVISION
- PROPOSED SUBDIVISION

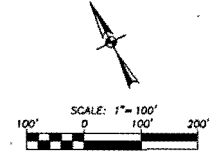
SCALE: 1" = 100'

**SORENTO**  
**PRELIMINARY**  
**DIMENSION PLAN (CONT.)**

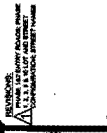
**Pape-Dawson**  
**ENGINEERS**

5418 ROAD OF PROFESSIONALS, SUITE 200, FORT WORTH, TEXAS 76107  
PH: 817.489.8811 FAX: 817.489.8811  
2005 SPECIAL LICENSE #14701  
EXPIRES 2/28/13

DATE:	04/11/12
SCALE:	1" = 100'
SHEET:	2 OF 24
DRAWN BY:	MICHAEL D. BROWN
CHECKED BY:	MICHAEL D. BROWN
DATE:	04/11/12

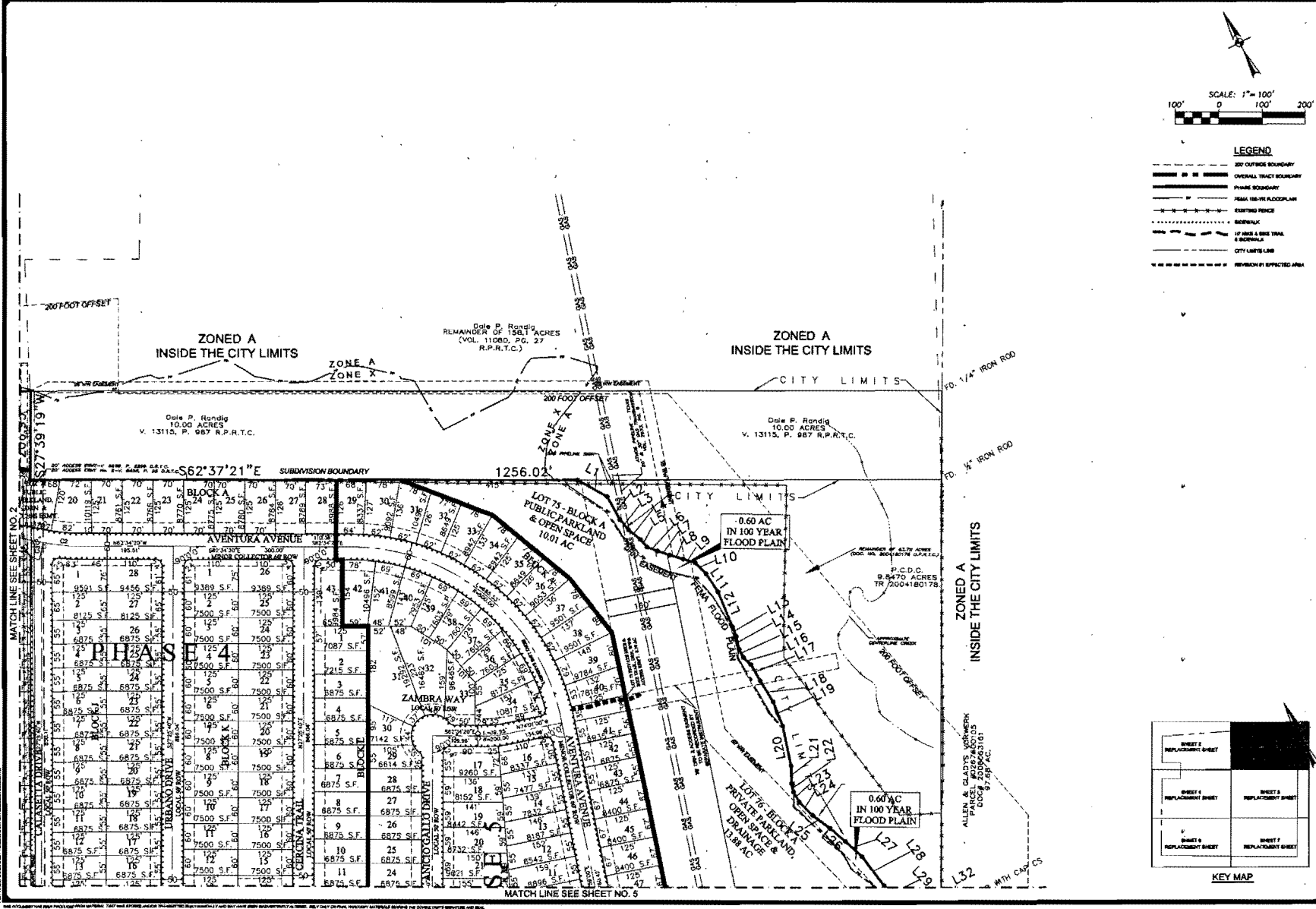


- LEGEND**
- 20' OUTSIDE BOUNDARY
  - ==== OVERALL TRACT BOUNDARY
  - ===== PLUMB BOUNDARY
  - FENCE OR FLOODPLAIN
  - EXISTING FENCE
  - ..... SIDEWALK
  - 12\"/>



**PAPE-DAWSON ENGINEERS**  
 100 WEST 10TH STREET  
 SUITE 200  
 NEW YORK, NY 10011  
 (212) 691-1111  
 FAX: (212) 691-1112

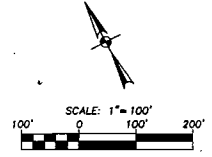
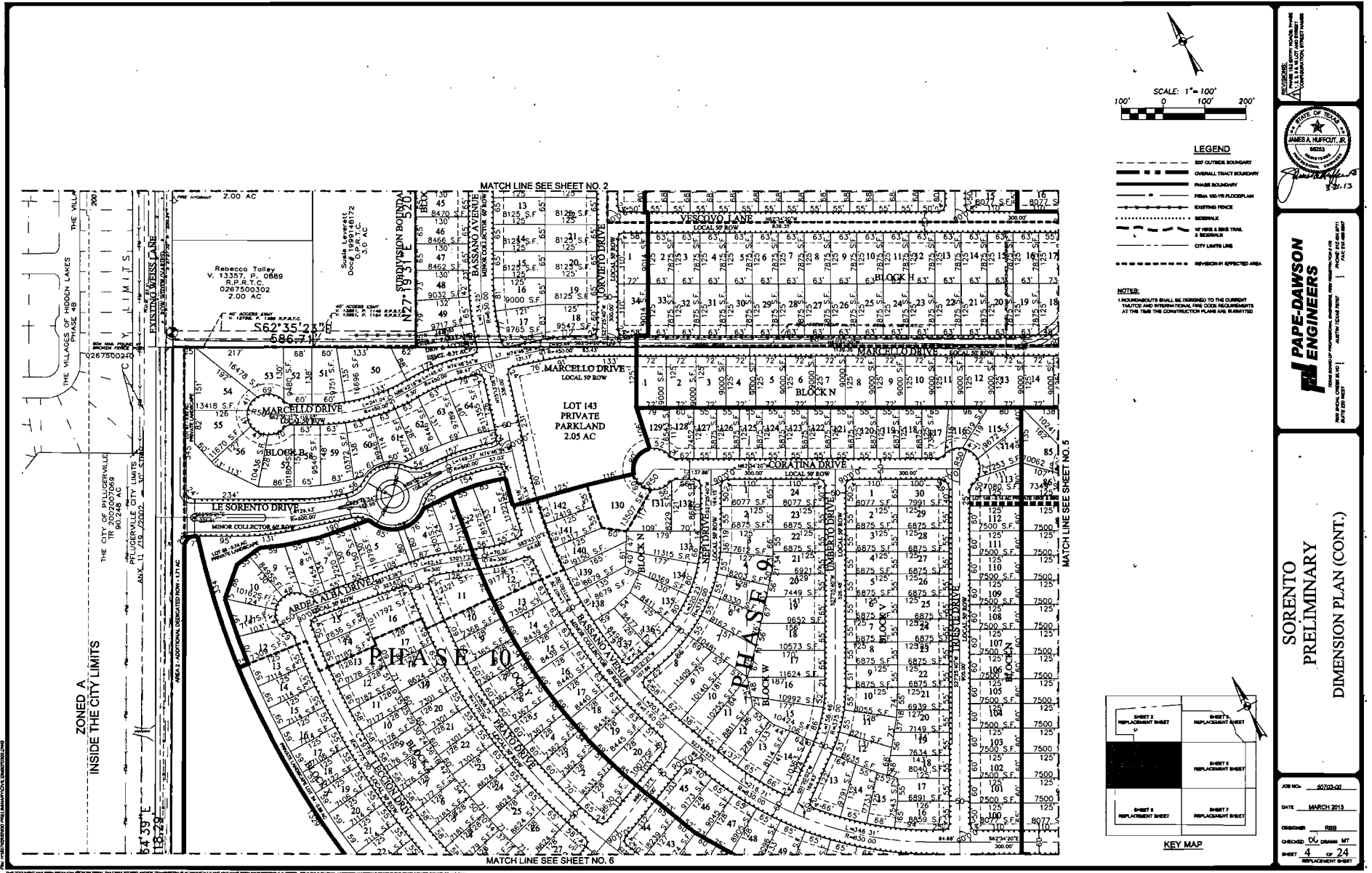
**SORENTO PRELIMINARY DIMENSION PLAN (CONT.)**



**KEY MAP**

SHEET 2 REPLACEMENT SHEET	SHEET 3 REPLACEMENT SHEET
SHEET 4 REPLACEMENT SHEET	SHEET 5 REPLACEMENT SHEET
SHEET 6 REPLACEMENT SHEET	SHEET 7 REPLACEMENT SHEET

JOB NO. 2012-02  
 DATE MARCH 2012  
 PREPARED BY SDB  
 CHECKED BY J. URMAN, M.T.  
 SHEET 3 OF 24  
 REPLACEMENT SHEET



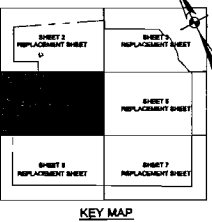
- LEGEND**
- 30' OUTER BOUNDARY
  - OVERALL TRACT BOUNDARY
  - PHASE BOUNDARY
  - FINAL 60' RIGHT-OF-WAY
  - EXISTING TRACE
  - 10' SIDE & REAR TRAIL & EASEMENT
  - CITY LIMITS LINE
  - REVISION AS INDICATED AREA

**NOTES:**  
 1. ENCUMBRANCES SHALL BE REFERRED TO THE CURRENT TRAFFIC AND INTERNATIONAL HIGH CODE REQUIREMENTS AT THE TIME THE CONSTRUCTION PLANS ARE SUBMITTED.

STATE OF NEW YORK  
 COUNTY OF ALBANY  
 JAMES A. HUFFCOIT, JR.  
 3/21/13

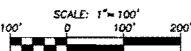
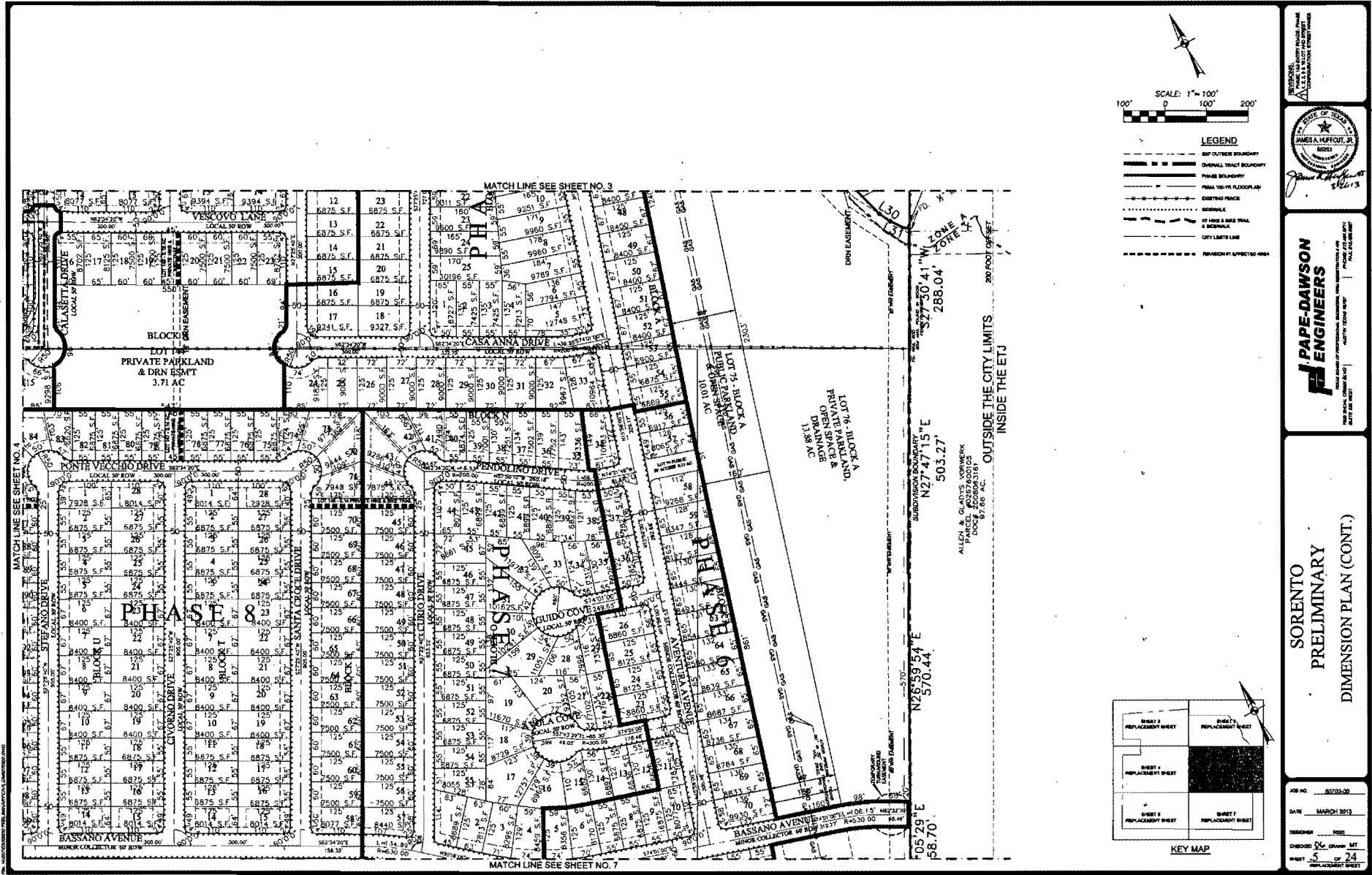
**PAPE-DAWSON ENGINEERS**  
 100 PARK AVENUE, SUITE 100  
 ALBANY, NEW YORK 12207  
 (518) 537-1111  
 FAX: (518) 537-1112

**SORENTO PRELIMINARY DIMENSION PLAN (CONT.)**



JOB NO. 60703-02  
 DATE: MARCH 2013  
 DESIGNED: JBB  
 CHECKED: CU DRAMM, MT  
 SHEET 4 OF 24  
 REPLACEMENT SHEET





**LEGEND**

- 80' OUTSIDE BOUNDARY
- OVERALL TRACT BOUNDARY
- PHASE BOUNDARY
- FINAL 10'-0" FLOOR PLAN
- EXISTING FENCE
- SIDEWALK
- 10' WIDE & 6" DEEP TRAIL & SIDEWALK
- CITY LIMIT LINE
- PARCEL NOT SURVEYED AREA

**KEY MAP**

Sheet 1 Replacement Sheet	Sheet 2 Replacement Sheet
Sheet 3 Replacement Sheet	Sheet 4 Replacement Sheet
Sheet 5 Replacement Sheet	Sheet 6 Replacement Sheet
Sheet 7 Replacement Sheet	Sheet 8 Replacement Sheet

KEY MAP



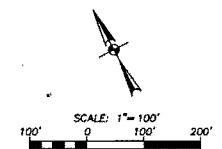
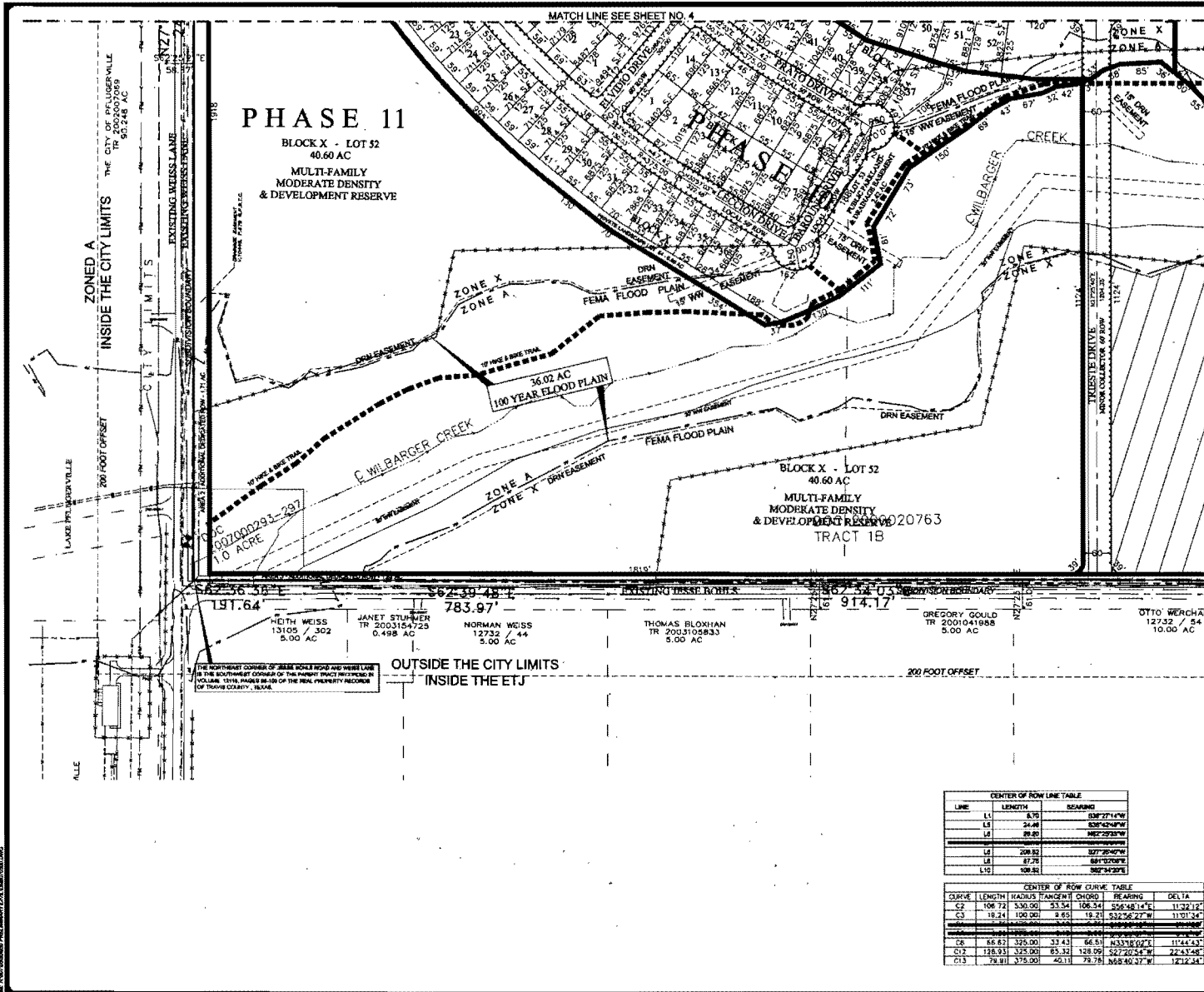
James A. Hufford  
Professional Engineer  
No. 8625  
State of Texas  
Mechanical Engineering

**J. PAPE-DAWSON ENGINEERS**

10000 WEST 11TH STREET, SUITE 1000, FORT WORTH, TEXAS 76132  
PHONE: 817.339.1111  
FAX: 817.339.1112  
WWW.PAPE-DAWSON.COM

**SORENTO  
PRELIMINARY  
DIMENSION PLAN (CONT.)**

JOB NO.	50705-01
DATE	MARCH 2013
DESIGNER	PHD
CHECKED BY	DR. GRAHAM, LTD.
SHEET	5 of 24
REPLACEMENT SHEET	



**LEGEND**

- 200' OUTSIDE BOUNDARY
- OVERALL TRACT BOUNDARY
- PLANNED BOUNDARY
- FEMA 100-YR FLOOD PLAIN
- EXISTING FENCE
- SIDEWALK
- 10' FISH & BIRD TRAIL & SIDEWALK
- CITY LIMITS LINE
- NEIGHBOR'S EXISTING AREA

**BOUNDARY LINE TABLE**

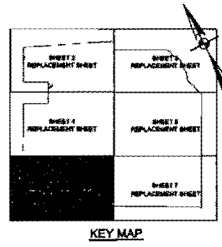
LINE	BEARING	LENGTH
L1	S. 33°06'24" E	28.44
L2	S. 01°14'24" E	89.89
L3	S. 11°48'41" E	31.08
L4	S. 23°35'56" E	30.08
L5	S. 12°30'46" E	83.54
L6	S. 41°01'31" E	26.30
L7	S. 44°37'21" E	29.37
L8	S. 46°22'00" E	33.77
L9	S. 45°06'30" E	28.84
L10	S. 18°28'03" E	35.88
L11	S. 05°50'22" E	20.07
L12	S. 05°00'14" W	88.43
L13	S. 09°13'30" W	83.04
L14	S. 14°32'31" W	30.38
L15	S. 00°50'14" W	21.73
L16	S. 18°32'09" E	24.24
L17	S. 01°34'20" E	43.40
L18	S. 03°37'23" E	27.34
L19	S. 00°38'04" W	81.84
L20	S. 18°43'45" W	84.11
L21	S. 20°49'55" W	41.11
L22	S. 14°54'43" W	18.83
L23	S. 02°48'43" E	26.53
L24	S. 18°22'42" E	44.41
L25	S. 22°50'57" E	49.67
L26	S. 24°25'34" E	46.94
L27	S. 20°08'22" E	51.69
L28	S. 02°30'00" E	85.45
L29	S. 17°02'36" E	83.87
L30	S. 28°47'28" E	32.09
L31	S. 37°11'10" E	36.44
L32	S. 55°23'46" E	14.88

**CENTER OF ROW LINE TABLE**

LINE	LENGTH	BEARING
L1	8.76	S37°27'14"W
L2	24.88	S08°45'49"W
L3	26.80	N02°02'00"W
L4	208.82	S77°28'40"W
L5	47.78	S45°00'00"W
L10	158.82	S02°34'20"E

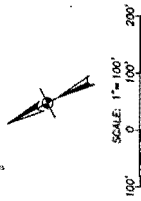
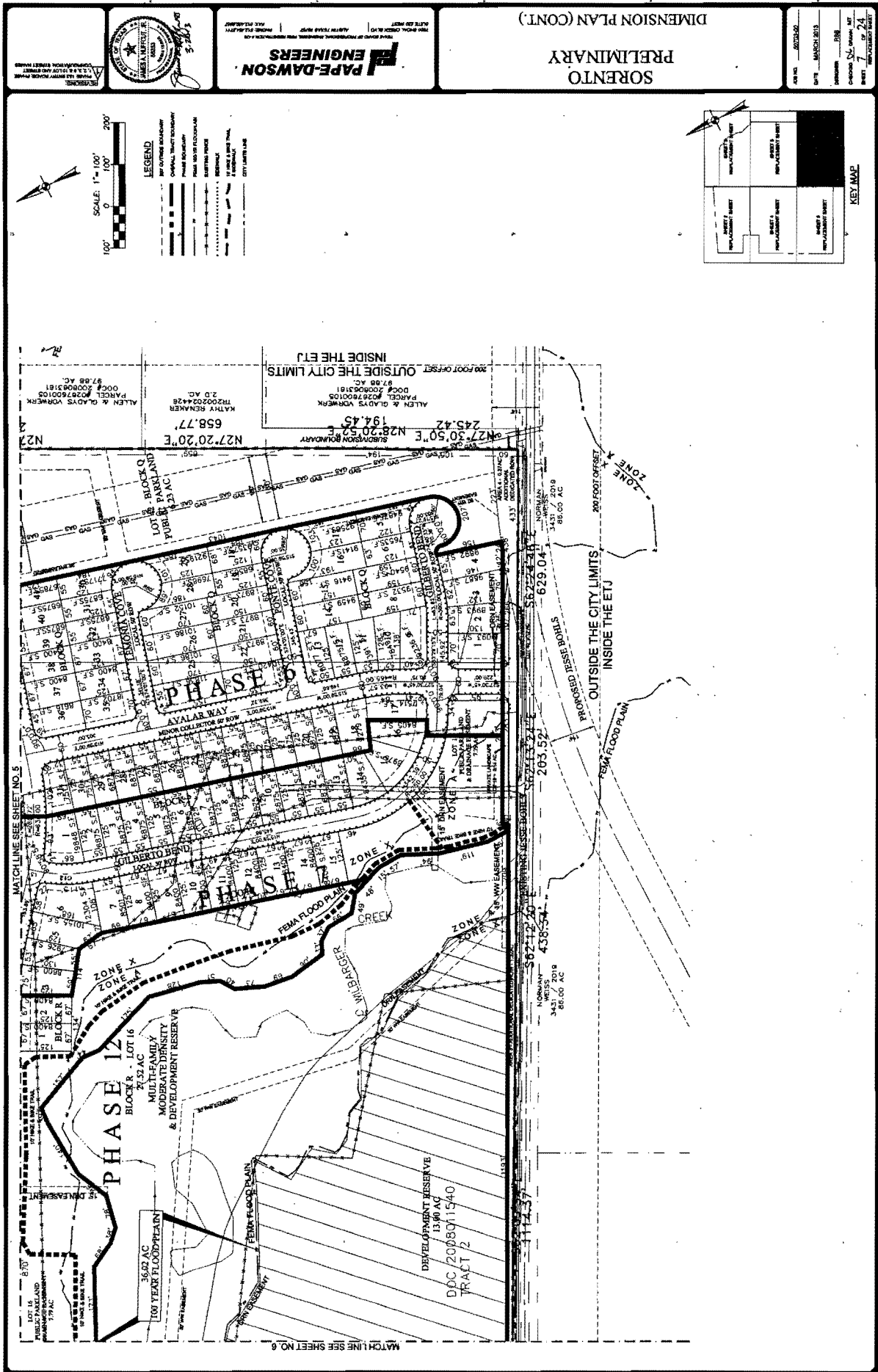
**CENTER OF ROW CURVE TABLE**

CURVE	LENGTH	MAJUS FANDEM	CHORD	BEARING	DELTA	
C2	106.72	530.00	53.54	106.34	S56°48'14"E	113°21'27"
C3	18.24	100.00	8.65	18.71	S32°36'27"W	33°03'34"
C4	18.24	100.00	8.65	18.71	S32°36'27"W	33°03'34"
C5	18.24	100.00	8.65	18.71	S32°36'27"W	33°03'34"
C6	18.24	100.00	8.65	18.71	S32°36'27"W	33°03'34"
C7	128.93	325.00	65.32	128.09	S27°20'45"W	72°43'48"
C13	79.81	375.00	46.11	79.78	N68°40'47"W	121°21'44"



**PAPE-DAWSON ENGINEERS**  
 PRELIMINARY DIMENSION PLAN (CONT.)  
 SORENTO

JOB NO. 42701-00  
 DATE MARCH 2013  
 DRAWING BY TAYLOR, MT  
 SHEET 6 OF 24 REPLACEMENT SHEET



LEGEND

- LOT BOUNDARY
- PHASE BOUNDARY
- FLOODPLAIN BOUNDARY
- RESERVE BOUNDARY
- UTILITY LINE
- CITY LIMITS LINE

KEY MAP

SHEET 1	SHEET 2	SHEET 3	SHEET 4
SHEET 5	SHEET 6	SHEET 7	SHEET 8

**PAPER-DAWSON ENGINEERS**

STATE OF MICHIGAN PROFESSIONAL ENGINEERS AND ARCHITECTS ACT  
 2010 EXPIRES: 12/31/2011  
 15000 WOODLAND AVENUE  
 ANN ARBOR, MI 48106-1244  
 PHONE: 734-769-1234

**SOARENTO**

**PRELIMINARY**

**DIMENSION PLAN (CONT)**

DATE: MARCH 2013  
 SHEET: 7 OF 24  
 PROJECT: [unreadable]



**SORENTO  
PHASING AGREEMENT**

STATE OF TEXAS                    §  
   §  
COUNTY OF TRAVIS            §

**THIS AGREEMENT** is made and entered into by and between **Sorento Holdings 2012 LLC** (the “Developer”), and **Travis County**, Texas, (the “County”), hereinafter collectively referred to as the “Parties,” for the purposes and consideration stated herein. This Agreement shall, on full execution by the Parties hereto, supersede for all purposes the Phasing Agreement entered into on July 10, 2012 between the County and the previous developer, Cactus Investments LP.

**WHEREAS**, the Developer is in the process of subdividing that certain 356.50 acre tract of land (the “Property”) described in **Exhibit “A”**, which is attached hereto and made a part hereof, which the Developer has designated as Sorento Subdivision and which is in the extra territorial jurisdiction (“ETJ”) of Pflugerville, the County of Travis and within the boundaries of Travis County Municipal Utility District #17 (the “District”); and

**WHEREAS**, access to the Property is provided by Weiss Lane and Jesse Bohls Road and the development of the Property will create the need for improvements to Weiss Lane and Jesse Bohls Road; and

**WHEREAS**, a portion of Weiss Lane and Jesse Bohls Road abutting the Property is within the corporate limits of the City of Pflugerville and a large portion of Weiss Lane and Jesse Bohls is in the ETJ of Pflugerville; and

**WHEREAS**, the Developer has currently submitted a Preliminary Plan to the City for the entire project which has been approved by the City of Pflugerville Planning Commission; and

**WHEREAS**, the Developer desires to develop the Property in phases and will therefore subsequently submit for City and County approval final plats and construction plans for the street, drainage, and other improvements in phases until all portions or phases of the Sorento Preliminary Subdivision Plan have been built, final platted and recorded; and

**WHEREAS**, the Developer and the County desire to provide for the orderly development of the Property and the construction of all the required street, drainage and utility infrastructure and in accordance with the recommendations provided in the Developer’s Traffic Impact Analysis dated July 26, 2010 and the Technical Addendum of the Traffic Impact Analysis (dated May 10, 2011). The street and drainage improvements include the widening of Weiss Lane and the installation of left and right rum lanes as listed in the TIA Technical Addendum. The proposed street improvements also include the realignment and reconstruction of Jesse Bohls Road; and

**WHEREAS**, the Parties intend in this Agreement to establish how and when the Developer will contribute funds for the Developer's pro rata share of the necessary street and drainage infrastructure requirements adjacent to and near the Property, pursuant to County Subdivision requirements.

**NOW, THEREFORE**, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1. STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS.

- a. The Developer shall post fiscal security in a form and amount satisfactory for construction of the following improvements with the final plats and construction plans as listed below.
  - (i) A dedicated right turn lane on northbound Weiss Lane at Hidden Lake Crossing/Aventura Avenue with Phase 1.
  - (ii) A dedicated right turn lane on northbound Weiss Lane at Le Sorento Drive with Phase 2.
  - (iii) A left turn lane on southbound Weiss Lane at Aventura Avenue and southbound Weiss Lane at Le Sorento Drive with Phase 4.
  - (iv) A left turn lane on eastbound Jesse Bohls Road at Avalor Way with Phase 6.
  - (v) Left turn lanes to eastbound Jesse Bohls Road at any driveway and Trieste Drive locations for site plans or Final Plat for Phases 11 and 12.
  - (vi) Left turn lanes to southbound Weiss Lane at any driveways or street access points at site plan or Final Plat for Phase 11.
- b. The Developer shall post fiscal security in a form and amount satisfactory for construction of the improvements described in subparagraph a. above with the final plats and construction plans for such phased construction.
- c. As a condition of construction plan approval, the Developer shall obtain final plat approval from Pflugerville Planning & Zoning and Travis County Commissioners Court and post fiscal security acceptable to both the City and the County. As a condition of final plat recording, the Developer shall post fiscal security in an amount of 110% of the approved construction cost estimate as accepted by the City and County, or obtain final construction acceptance from the City and County of the improvements and provide a two (2) year warranty bond for the improvements.

- d. If the City enters into an arrangement satisfactory to the County to allow the County to draw as necessary on any deposits made to the City's Infrastructure Fund by the Developer which is described in Section 5 of the Second Amendment to the Development Agreement Regarding Bohls North and PCDC Tracts, such withdrawal of Fund deposits shall be used for improvements to Weiss Lane in the vicinity of the Property or may be used or credited in any other manner agreed to by the Parties.
- e. This Agreement addresses only the impacts of development of the Property with respect to improvements required by the Traffic Impact Analysis and the Technical Addendum of the Traffic Impact Analysis described above.

## 2. PROJECT PHASING.

In the phased development of the Property, the County will, subject to the performance by the Developer of its obligations under this Agreement and in compliance with Travis County Standards for Construction of Streets and Drainage in Subdivisions and other applicable requirements, approve the Preliminary Plan for the Sorento Subdivision, and, subject to compliance with applicable standards and the performance by the Developer of its obligations under this Agreement, approve acceptable subsequent final plats and subdivision construction plans for future sections of the Sorento Subdivision. Without limiting the foregoing, if the County has not accepted for maintenance streets or other public improvements in an approved final plat within the Property because the Developer has failed either to post a two-year warranty bond, or failed to make repairs to County standards during the warranty period, or otherwise to comply with this Agreement, the County may disapprove any application for any other final plat within the Property. The Developer shall also post any required fiscal security to secure final plat infrastructure construction required by the City with the City if request is made to record the plat prior to construction and acceptance of subdivision improvements.

## 3. ACCEPTANCE BY COUNTY

The Developer acknowledges that the public roadways and other improvements within the Sorento Subdivision cannot be accepted by the County for maintenance until they connect to other infrastructure that has already been accepted by the County. The Developer agrees to post a two-year warranty bond to insure satisfactory performance of the street and drainage improvements or to leave 10% of the fiscal security posted with Travis County until the improvements have been accepted for maintenance by the County or, in the event of annexation, by the City.

## 4. RELEASE AND INDEMNITY

The Developer agrees that the County and its officers, agents, and employees shall not be liable or responsible for, and shall be held harmless by the Developer from any claims, losses, damages, causes of action, suits, attorney fees, liability for injury to or death of any person or damage to any property arising out of or in connection with any actions or

omissions by the Developer under the terms of this Agreement, whether or not wholly or partially the fault of the Developer.

5. MISCELLANEOUS

- a. Beneficiaries: This Agreement will be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- b. Restrictive Covenant: This Agreement touches and concerns real property located in Travis County, Texas, and, if recorded, will constitute a covenant running with the land. However, this Agreement will not affect the title to the land conveyed to purchasers of individual lots in a Phase of the Subdivision, who will take their interests free and clear of the conditions of this Agreement without the necessity of any release or consent by the County.
- c. Amendment to Agreement: Any revisions, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the County and the current owners of the affected portion(s) of the Property which is affected. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.
- d. Assignment by the Developer: The rights, duties, and responsibilities of the Developer may be assigned only with the consent of the County which consent will not be unreasonably withheld or unduly delayed by the County.
- e. Entire Agreement: This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.
- f. Notice: Any notices to be given by one party to another by this Agreement will be given in writing addressed to the party at the address set forth below for such party, (i) by delivering same in person, (ii) by depositing the same in the United States Postal Service mail, certified or registered, return receipt requested, postage pre-paid, addressed to the party to be notified, (iii) by depositing the same with FedEx or other nationally recognized courier service guaranteeing "next-day delivery" addressed to the party to be notified, or (iv) by sending same by telefax with confirming copies sent by mail. Notice deposited in the United States mail in the manner hereinabove described will be deemed effective from and after the earlier of the date of actual receipt or three days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses shall, until changed as provided below, be as follows:



Developer: Sorento Holdings 2012 LLC  
Attn: Thomas J. Rielly  
3 San Joaquin Plaza, Suite 100  
Newport Beach, California 92660  
Fax: (949) 719-4976

With required copy to: Blue Rhodes, PLLC  
Attn: Michael Blue  
812 San Antonio St., Suite 310  
Austin, Texas 78701  
Fax: (512) 501-6435

And a copy to: David Nairne  
9111 Jollyville Road  
Suite 212  
Austin, Texas 78759

Travis County: Steven Manilla, P.E. (or successor)  
County Executive, TNR  
P.O. Box 1748  
Austin, Texas 78767

With required copy to: Chris Gilmore (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: Pile No. 163.000

The parties shall have the right from time-to-time to change their respective addresses by written notice to the other party.

- g. Applicable Law and Venue: The construction and validity of this Agreement shall be governed by the laws of the State of Texas. This Agreement is wholly performable in Travis County, Texas, and concerns real property located in Travis County.
- h. Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.
- i. Severability: The provisions of this Agreement are severable, and if any words, phrases, clause, sentence, paragraph, or other part of this Agreement, or the application thereof to any person or circumstances should ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason,

the remainder of this Agreement and the application of such work, clause, sentence, paragraph, or part of this Agreement to other persons or circumstances shall be construed as if such invalid or unconstitutional portion had never been contained herein.

- j. Number and gender and "Developer" entity status: Any number or gender used in this Agreement shall be construed to include any other number or gender as necessary to provide for the intention of the Parties and a reasonable interpretation of this Agreement. In addition, it is recognized that the term "Developer" is a nominal title and is not intended to confer rights on any party, who does not have such rights, but is instead intended to effect the joinder of all interested parties to the extent of any interest that they hold in the land which is the subject of this Agreement and any development of such land.
  
- k. When mediation is acceptable to the Parties in resolving a dispute arising under this Agreement, the parties agree to use mediation as described in Section 154.021 of the Texas Civil Practice and Remedies Code. Unless the Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.071 of the Texas Civil Practice and Remedies Code, unless both Parties agree, in writing, to waive the confidentiality.

EXECUTED to be effective as of the later date set forth below.

SORENTO HOLDINGS 2012 LLC,  
a Texas limited liability company

By:   
Thomas J. Rielly, its President

Date: 2/25/13

TRAVIS COUNTY TEXAS

By: \_\_\_\_\_  
Travis County Judge

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Travis County Clerk

Date: \_\_\_\_\_

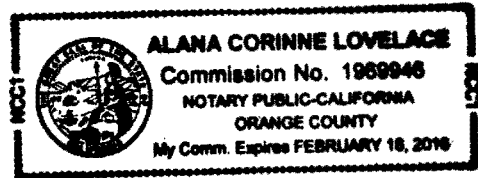
STATE OF California §

COUNTY OF Orange §

This instrument was acknowledged before me on the 25<sup>th</sup> of February, 2013, by Thomas J. Rielly on behalf of Sorento Holdings 2012 LLC.

[SEAL]

Alana Corinne Lovelace  
Notary Public, State of ~~Texas~~ CA (08)



STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the \_\_\_\_ of \_\_\_\_\_, 2013, by \_\_\_\_\_, Travis County Judge.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

(see attached)

**FIELD NOTES**

JOB NO:

\\Server\projects\_eng\Egpt\_04\40761\_JOHN\_BRAY\DOCUMENTS\METES&BOUNDS\BOUNDARY\_051005.doc

DATE: May 31, 2005

PAGE: 1 OF 2

**237.56 ACRES**

All of that certain tract or parcel of land situated in Travis County, Texas, out of the J. B. Bray Survey No. 10, Abstract No. 73, and being a portion of that tract described as 79 acres of land (First Tract), all of that tract described as 120 acres of land (Second Tract), and all of that tract described as 41 acres of land (Third Tract) in a Warranty Deed granted to Julia Bohls Abers, dated January 8, 1987, and recorded in Volume 12115, Page 98, Real Property Records of Travis County, Texas, and further described by metes and bounds as follows:

**BEGINNING** at a fence corner post found in the north margin of Jesse Bohls Road and the east margin Weiss Lane, for the southwest corner of said Abers tract (First Tract) and this tract;

**THENCE:** along the east line of said Weiss Lane and the west line of this tract, the following two (2) courses,

1. N 27°42'08" E 358.19 feet to a fence post found,
2. N 27°33'06" E 2060.37 feet to a 60d nail found in a fence corner post, for the southwest corner of that tract described as 2.000 acres in a General Warranty Deed granted to Rebecca Talley, dated January 25, 1999, and recorded in Volume 13357, Page 889, said real property records, and the northwest corner of said Abers Tract (First Tract) this tract;

**THENCE:** along the north line of this tract, the following four (4) courses,

1. S 62°31'40" E 335.11 feet along the south line of said Talley tract, to a ½" iron pipe found for the southwest corner of that tract described as 3.000 acres in a Warranty Deed with Vendor's Lien granted to Susie Leverett, dated December 1, 1999, and recorded as Document No. 1999148172, Official Public Records of Travis County, Texas, and the southeast corner of said Talley tract,
2. S 62°39'02" E 251.79 feet along the south line of said Leverett tract to a ½" iron pin found for the southwest corner of that tract described as 218.56 acres in a Substitute Trustee's Deed granted to Edmund Randig, et ux, dated December 5, 1989, and recorded in Volume 11080, Page 27, said real property records, and the southeast corner of said Leverett tract,
3. S 62°30'55" E 1592.94 feet along the south line of said Randig tract to a ½" iron pin found at a fence corner post, for the southwest corner of that tract described as 64 acres in a Warranty Deed granted to Chester C. Nelle, et al, dated May 29, 1985, and recorded in Volume 9185, Page 197, said real property records, and the southeast corner of said Randig tract,
4. S 62°37'00" E 2089.33 feet to a 60d nail found in a fence corner post, in the west line of that tract described as 97.680 acres granted to Allen Vorwerk, et al per the Travis County Tax Maps, no recorded description found, for the southeast corner of said Nelle tract and the northeast corner of said Abers tract (Second Tract) and this tract;

**THENCE:** along the east line of said Abers tract (Second Tract) and this tract, the following eight (8) courses,

1. S 27°48'55" W 503.49 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
2. S 27°00'26" W 570.57 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
3. S 27°06'39" W 258.56 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
4. S 28°05'46" W, at approximately 67.39 feet passing the northwest corner of that tract described as 2.00 acres in a Quitclaim Deed granted to Kathy C. Renaker, dated December 31, 2001, and recorded as Document No. 2002024426, said official public records, in all 126.76 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
5. S 27°15'36" W, at approximately 168.33 feet passing the southwest corner of said Renaker tract, in all 189.46 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
6. S 27°06'39" W 342.88 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
7. S 28°21'08" W 194.30 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set,
8. S 27°31'34" W 245.05 feet to a ½" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the north margin of said Jesse Bohls Road, for the southwest corner of said Vorwerk tract and the southeast corner of said Abers tract (Second Tract) and this tract;

**FIELD NOTES**

JOB NO:

\\Server\projects\_eng\Egpt\_04\40761\_JOHN\_BRAY\DOCUMENTS\METES&BOUNDS\BOUNDARY\_051005.doc

DATE: May 31, 2005

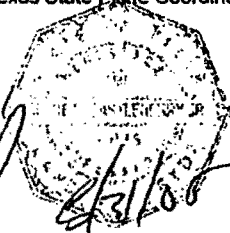
PAGE: 2 OF 2

THENCE: along the north margin of Jesse Bohls Road and the south line of said Abers tract and this tract the following four (4) courses,

1. N 62°27'23" W 628.97 feet to a fence post found,
2. N 61°56'41" W 203.59 feet to a fence post found,
3. N 62°18'56" W 438.10 feet to a fence post found,
4. N 62°21'39" W 2028.61 feet to a fence post found,
5. N 62°36'36" W 975.73 feet to the Point of Beginning and containing 237.56 acres.

Bearings hereon based Grid North, Texas State Plane Coordinate System, Central Zone NAD83(93).

Castleberry Surveying, Ltd.  
203 South IH 35, Suite 101C  
Georgetown, Texas 78628



*[Handwritten signature]*

Clyde C. Castleberry, Jr.  
Registered Professional Land Surveyor No. 4835

CCC/sle

**FIELD NOTES**

JOB NO: R:\2007\_PROJECTS\70094-00\_The John Bray  
 Svy\DOCUMENTS\METES&BOUNDS\70094\_DRAW5\_092607.doc  
 DATE: December 6, 2007  
 PAGE: 1 OF 4

**119.023 ACRES**

All that certain tract or parcel of land situated in Travis County, Texas out of the John C. Bray Survey No. 10, Abstract No. 73, Travis County, Texas and being a portion of that tract described as 158.1 acres in a Deed of Gift to Edmund A. Randig, et ux, recorded in Volume 6870, Page 2077, Deed Records of Travis County, Texas which is all that tract described as 65.15 acres in a Warranty Deed granted to Pflugerville Community Development Corporation, a Texas non-profit corporation, and recorded as Document No. 2004180177, Official Public Records of Travis, Texas and being that tract described as 63.72 acres in a Warranty Deed granted to Pflugerville Community Development Corporation, a Texas non-profit corporation, and recorded as Document No. 2004180178, and further described by metes and bounds as follows:

**BEGINNING** at a 1/2" iron pin found in the east margin of Weiss Lane, for the northwest corner of that tract described as 2.00 acres in a Warranty Deed granted to Tony Friesen, et ux, and recorded as Document No. 2000087383 of said Official Public Records, for the most westerly southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract, from which a 60d nail found in a wood fence corner post broken at ground level for the southwest corner of that tract described as 2.000 acres in a General Warranty Deed granted Rebecca Talley and recorded in Volume 13357, Page 889, Real Property Records of Travis County, Texas, and the original southwest corner of said Randig (6870/2077) tract bears S 27°27'32" W 520.24 feet;

**THENCE**, N 27°07'19" E 833.45 feet with the east margin of Weiss Lane, a right-of-way of varying width, and the west line of said Pflugerville Community Development Corporation (#2004180177) tract adjacent to a wire fence, to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in said fence line for the northwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;

**THENCE**, with the north line of this tract in the following three (3) courses:

1. S 67°15'37" E 2178.01 feet with the north line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found in the east line of said Randig (6870/2077) tract for the northwest corner of that tract described as 10.00 acres in a General Warranty Deed granted to Dale P. Randig and recorded in Volume 13115, Page 987 of said Real Property Records;
2. S 27°39'04" W 206.95 feet with the west line of said Randig (13115/987) tract and the east line of said Randig (6870/2077) tract and said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for the southwest corner of said Randig (13115/987) tract;
3. S 62°37'32" E with the south line of said Randig (13115/987) tract and continuing with the east line of said Randig (6870/2077) tract at 8.80 feet passing a 1/2" iron pin found for the northwest corner said Pflugerville Community Development Corporation (#2004180178) tract and for the northeast corner of said Pflugerville Community Development Corporation (#2004180177) tract with the north line of said Pflugerville Community Development Corporation (#2004180178) tract in all 1263.71 feet to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set for the northeast corner of this tract, from which a 1/2" iron pin found for the northeast corner of said Pflugerville Community Development Corporation (#2004180178) tract bears S 62°37'32" E 841.16 feet;

**THENCE**, with the east line of this tract in the following thirty-three (33) courses:

1. S 33°08'35" E 79.18 feet over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
2. S 1°14'38" E 59.99 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
3. S 11°48'56" E 31.06 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
4. S 23°36'11" E 35.08 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;

**FIELD NOTES**

JOB NO: R:\2007\_PROJECTS\70094-00\_The John Bray  
S:\DOCUMENTS\METES&BOUNDS\70094\_DRAW5\_092607.doc  
DATE: December 6, 2007  
PAGE: 2 OF 4

5. S 12°31'01" E 23.54 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
6. S 41°01'46" E 25.30 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
7. S 44°13'36" E 29.57 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
8. S 46°29'18" E 33.37 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
9. S 45°08'54" E 28.94 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
10. S 16°28'18" E 35.98 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
11. S 5°51'07" E 50.03 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
12. S 4°59'57" W 88.43 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
13. S 8°13'17" W 23.04 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
14. S 14°42'16" W 30.38 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
15. S 0°00'00" W 21.73 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
16. S 18°32'24" E 24.24 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
17. S 1°34'36" E 43.40 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
18. S 3°53'38" E 57.54 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
19. S 5°57'49" W 61.64 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
20. S 15°43'31" W 94.11 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
21. S 25°49'43" W 41.11 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;



**FIELD NOTES**

JOB NO: R:\2007\_PROJECTS\70094-00\_The John Bray  
Svy\DOCUMENTS\METES&BOUNDS\70094\_DRAW5\_092607.doc  
DATE: December 6, 2007  
PAGE: 3 OF 4

22. S 14°54'28" W 19.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
23. S 2°46'58" E 26.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
24. S 18°22'47" E 44.41 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
25. S 25°56'12" E 49.83 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
26. S 22°25'47" E 46.94 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
27. S 20°08'37" E 51.69 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
28. S 9°30'15" E 85.45 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
29. S 17°02'51" E 83.67 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
30. S 28°47'41" E 32.00 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
31. S 37°57'00" E 37.24 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set;
32. S 65°22'59" E 13.04 feet continuing over and across said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin with a yellow plastic cap inscribed "CS, LTD" set in the east line of said Pflugerville Community Development Corporation (#2004180178) tract;
33. S 27°28'44" W 287.84 feet with the east line of said Pflugerville Community Development Corporation (#2004180178) tract and this tract to an existing wire fence to a 60d nail found in a fence corner post for the occupied northeast corner of that tract described as 239.12 acres in an Executor's Deed granted to Herbert Bohls, et al, and recorded as Document No. 2003126589 of said Official Public Records, and the southeast corner of said Pflugerville Community Development Corporation (#2004180178) tract and this tract;

**THENCE**, with the south line of this tract in the following five (5) courses:

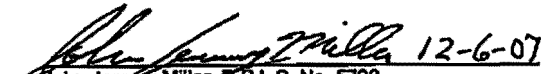
1. N 62°38'47" W 2089.60 feet with the north line of said Bohls tract and the south line of said Pflugerville Community Development Corporation (#2004180178) tract to a 1/2" iron pin found for the southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and the southeast corner of said Pflugerville Community Development Corporation (#2004180178) tract;
2. N 62°32'16" W 1593.45 feet continuing with the north line of said Bohls tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for the southeast corner of that tract described as 3 acres in a Warranty Deed granted to Susie Leverett, and recorded as Document No. 1999148172 of said Official Public Records, and for the most southerly southwest corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;

**FIELD NOTES**

JOB NO: R:\2007\_PROJECTS\70094-00\_The John Bray  
S:\DOCUMENTS\METES&BOUNDS\70094\_DRAW5\_092607.doc  
DATE: December 6, 2007  
PAGE: 4 OF 4

3. N 27°22'43" E 520.55 feet with the east line of said Leverett tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for an interior eil corner of said Pflugerville Community Development Corporation (#2004180177) tract and this tract;
4. N 62°35'55" W 251.07 feet with the north line of said Leverett tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to a 1/2" iron pin found for the northeast corner of said Friesen tract and the northwest corner of said Leverett tract;
5. N 82°32'40" W 334.59 feet with the north line of said Friesen tract and the south line of said Pflugerville Community Development Corporation (#2004180177) tract to the point of Beginning and containing 119.023 acres of land within this metes and bounds description.

Bearings cited hereon based on grid north Texas State Plane Coordinate System (Central Zone)  
NAD 83(93)

  
John Jeremy Miller, R.P.L.S. No. 5720  
Casteberry Surveying, Ltd.  
3813 Williams Drive, Suite 903  
Georgetown, Texas 78628



JJM/adm



# Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By:** Michael Hettenhausen **Phone #:** 854-7563

**Division Director/Manager:** Anna Bowlin / Division Director, Development Services and Long Range Planning

AMB

A handwritten signature in black ink, appearing to read "Steven M. Manilla".

**Department Head/Title:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Davis, Precinct One

## **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests:

- A) A plat for recording: Park at Blackhawk II Phase 3B Final Plat (Long Form Final Plat - 40 total lots - 10.93 acres - Jackies Ranch Boulevard - City of Pflugerville ETJ); and
- B) A Subdivision Construction Agreement between Travis County and RMD Residential, L.P. in Precinct One.

## **BACKGROUND/SUMMARY OF REQUEST:**

A) This final plat consists of 40 total lots (39 single family residential lots and one landscape lot) on 10.93 acres. There are 1,619 linear feet of public streets proposed with this final plat. Water service will be provided by Manville Water Supply Corporation and wastewater service will be provided by the City of Pflugerville. Parkland fees in lieu of dedication have been paid to the City of Pflugerville through a development agreement.

The applicant is currently utilizing the county's alternative fiscal agreement, and the plat is being held in abeyance until the remaining fiscal has been posted. Fiscal surety in the amount of \$114,000.00 has been posted with Travis County, which, combined with the infrastructure improvements, addresses the fiscal requirements.

B) The applicant, RMD Residential L.P. wishes to enter into a standard subdivision construction agreement with Travis County.

## **STAFF RECOMMENDATIONS:**

As the Commissioners Court approved the utilization of the county's alternative fiscal agreement on October 30, 2012, and the final plat was approved by the City of Pflugerville on April 1, 2013, staff recommends approval of the final plat and the subdivision construction agreement.

## **ISSUES AND OPPORTUNITIES:**

Staff has not been contacted by anyone via e-mail, telephone, or letter on this development, and staff has not registered any interested parties nor received any other inquiries for this project.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**EXHIBITS/ATTACHMENTS:**

- Location map
- Precinct map
- Proposed final plat
- Subdivision Construction Agreements

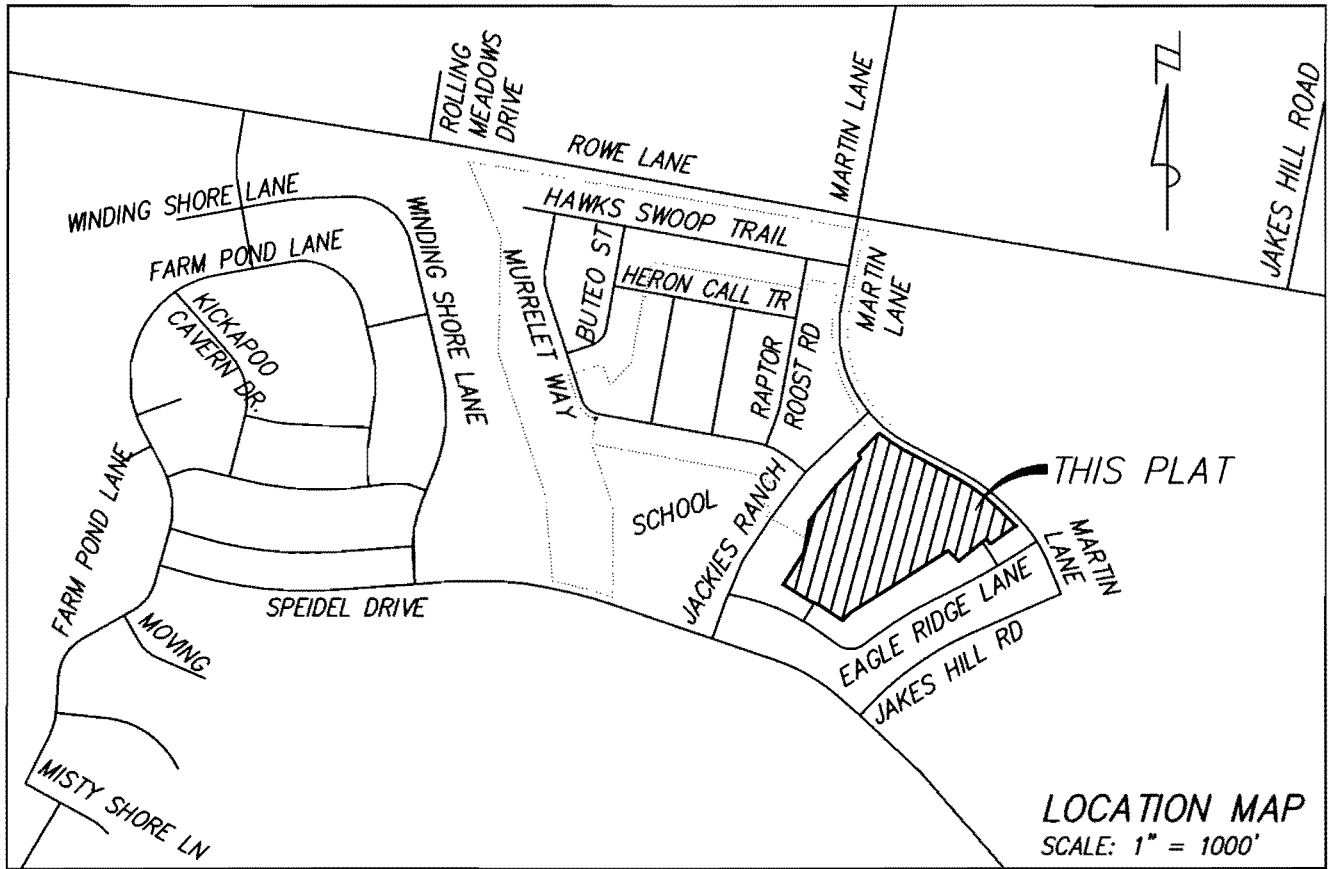
**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


**SM:AB:mh**  
**1101 - Development Svs- Park at Blackhawk II Phase 3B Final Plat**

LOCATION MAP OF  
**THE PARK AT BLACKHAWK II**  
**PHASE 3B**  
TRAVIS COUNTY, TEXAS



*Precinct Map*

BETA GIS



Point

Line

Polyline

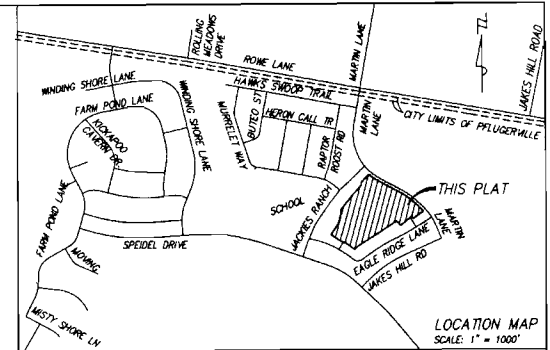
Polygon

Buffer



Travis County Commissioners Court, 4th

PLAT OF  
 THE PARK AT BLACKHAWK II PHASE 3B  
 TRAVIS COUNTY, TEXAS



TRAVIS COUNTY  
 CONSUMER PROTECTION NOTICE FOR HOME BUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

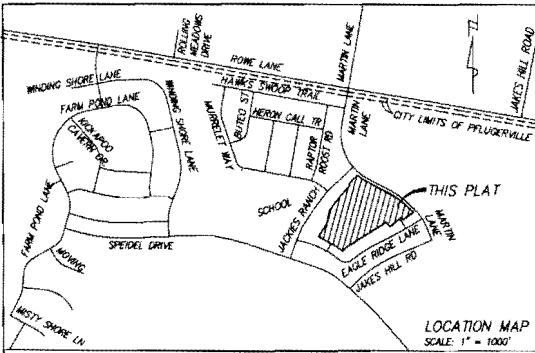
S:\44016517\20131691\exp\1691-PLAT.dwg 7/19/2013 12:05:59 PM CBT

DATE: NOV. 28, 2012

RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
 (512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.  
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
 (512) 836-4793 FAX: (512) 836-4817

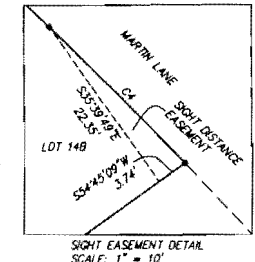
1	3/18/13	ADDRESSED CITY COMMENTS FROM 3/14/2013	JKW
No.	DATE	REVISION	BY



- LEGEND**
- = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
  - = FOUND 1/2" IRON ROD
  - = CONCRETE MONUMENT SET
  - = PUBLIC UTILITY EASEMENT
  - = PUBLIC UTILITY EASEMENT
  - = DRAINAGE EASEMENT
  - = WASTEWATER EASEMENT
  - = BLOCK NAME
  - = SIDEWALK REQUIRED (4' WIDE)
  - = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
  - 9.12Z = LOT AREA IN SQUARE FEET

# THE PARK AT BLACKHAWK II PHASE 3B

TRAVIS COUNTY, TEXAS

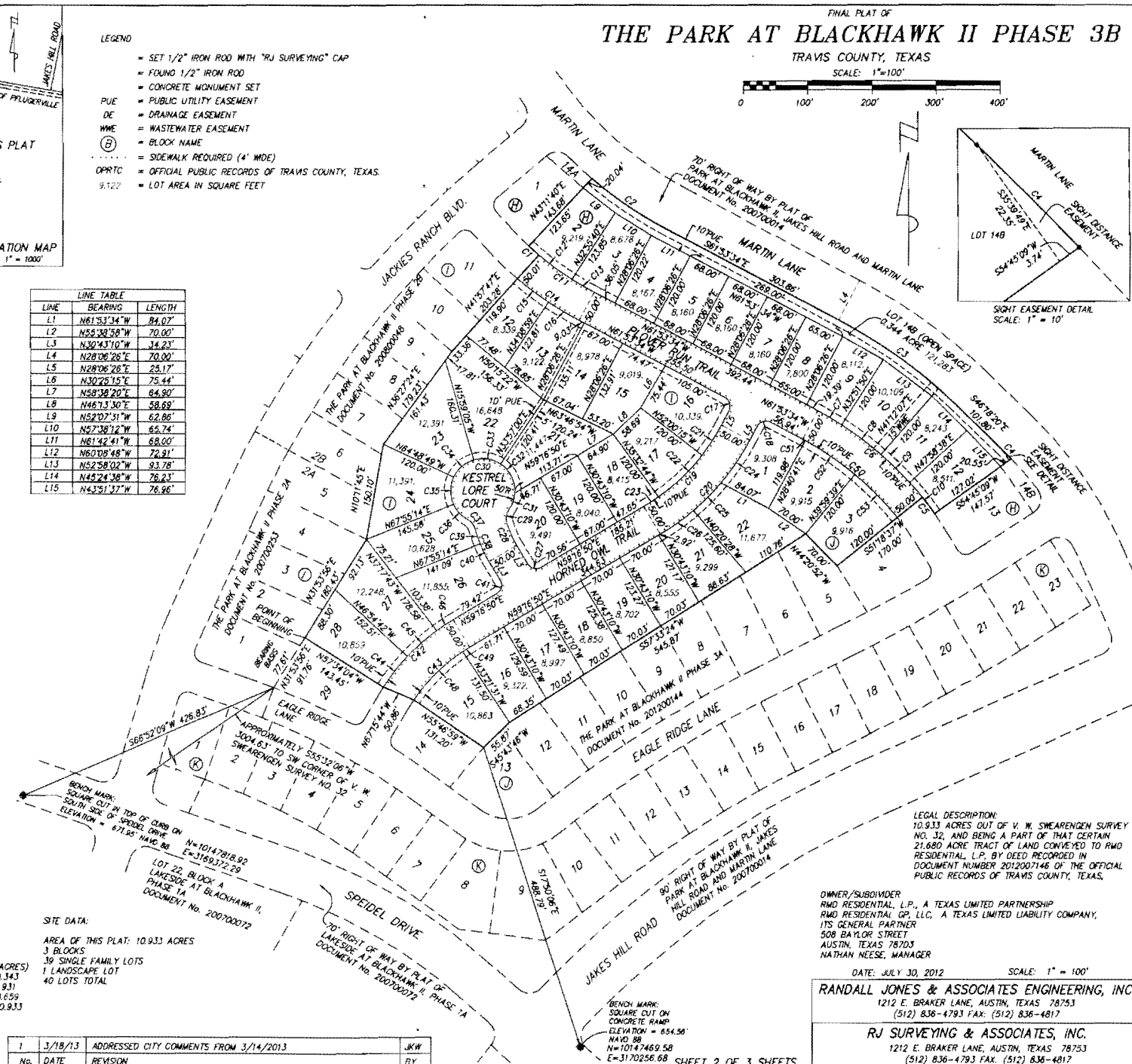


CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	20.86	475.00	2'30"57"	N48°01'49"W	20.85
C2	138.78	635.00	12'31"18"	S55°37'55"E	138.50
C3	221.72	815.00	18'35"14"	S54°05'57"E	221.04
C4	222.69	565.00	2'18"02"	S45°09'19"E	22.68
C5	31.54	525.00	3'28"31"	N36°58'07"W	31.53
C6	212.61	525.00	23'12"11"	N50°17'29"W	211.16
C7	43.58	525.00	4'45"24"	N59°30'52"W	43.57
C8	76.40	525.00	8'20"17"	N52°58'02"W	76.33
C9	62.08	525.00	6'46"31"	N45°24'38"W	62.05
C10	62.08	525.00	6'46"31"	N38°38'07"W	62.05
C11	104.22	475.00	12'34"17"	N55°36'26"W	104.01
C12	85.11	475.00	10'16"00"	N51°56'20"W	85.00
C13	39.86	475.00	4'49"14"	N59°28'57"W	39.85
C14	116.31	525.00	12'41'32"	N55°32'45"W	116.07
C15	60.85	525.00	6'39'05"	N52°31'29"W	60.81
C16	55.37	525.00	6'02'33"	N58°52'18"W	55.34
C17	23.56	15.00	90°00'00"	N18°53'34"W	21.21
C18	23.56	15.00	90°00'00"	N73°06'26"E	21.21
C19	176.82	325.00	31'10"24"	N43°41'38"E	174.65
C20	204.03	325.00	31'10"24"	N43°41'38"E	201.52
C21	56.09	325.00	3'53'19"	N37°03'05"E	56.02
C22	93.36	325.00	16'27'31"	N46°13'30"E	93.04
C23	27.37	325.00	4'49'34"	N56°52'03"E	27.37
C24	80.45	325.00	12'17'28"	N34°19'10"E	80.29
C25	60.81	325.00	3'15'38"	N54°01'43"E	60.54
C26	62.97	325.00	3'37'18"	N54°28'11"E	62.80
C27	23.56	15.00	90°00'00"	N75°43'10"W	21.21
C28	37.36	155.00	1'34'31"	N23°48'55"W	37.27
C29	22.62	25.00	51°50'21"	N02°00'31"E	21.86
C30	241.08	50.00	2'76'15"28"	N76°47'57"E	68.75
C31	26.86	50.00	30'46'38"	N19°32'24"E	26.54
C32	52.54	50.00	60'12'06"	N25°56'57"W	50.15
C33	43.58	50.00	49°56'06"	N81°01'03"W	42.21
C34	42.61	50.00	48°49'44"	N49°36'03"E	41.33
C35	43.29	50.00	49°36'38"	N00°22'52"E	41.95
C36	32.21	50.00	36°54'19"	N42°52'37"W	31.65
C37	20.09	25.00	46°01'58"	N38°18'48"W	19.55
C38	55.18	205.00	15°25'22"	N23°00'30"W	55.01
C39	24.27	205.00	6'46'57"	N18°41'17"W	24.25
C40	30.91	205.00	8'38'25"	N26°23'58"W	30.88
C41	23.56	15.00	90°00'00"	N14°16'50"E	21.21
C42	152.29	325.00	26°50'53"	N45°51'23"E	150.90
C43	120.30	325.00	25°03'49"	N46°44'53"E	119.34
C44	60.44	325.00	10°39'22"	N37°46'37"E	60.36
C45	60.90	325.00	10°44'09"	N48°27'22"E	60.81
C46	30.95	325.00	5°27'22"	N56°33'08"E	30.94
C48	107.63	275.00	22°25'28"	N45°25'43"E	106.94
C49	12.67	275.00	2°32'20"	N57°57'39"E	12.66
C50	192.36	475.00	23'12'11"	N50°17'29"W	191.05
C51	4.73	475.00	0°34'15"	N61°36'27"W	4.73
C52	93.81	475.00	11°18'58"	N55°39'50"W	93.68
C53	93.81	475.00	11°18'58"	N44°20'52"W	93.68

LINE TABLE		
LINE	BEARING	LENGTH
L1	N61°53'34"W	84.07
L2	N55°32'58"W	70.00
L3	N30°43'10"W	34.23
L4	N28°06'28"E	70.00
L5	N28°06'28"E	25.17
L6	N30°28'15"E	75.44
L7	N58°38'26"E	64.80
L8	N46°17'30"E	58.69
L9	N52°07'31"W	62.86
L10	N57°38'12"W	66.74
L11	N61°42'41"W	68.00
L12	N60°08'48"W	72.81
L13	N52°54'38"W	93.78
L14	N45°24'38"W	76.23
L15	N42°51'37"W	76.86

**SITE DATA:**  
 AREA OF THIS PLAT: 10.933 ACRES  
 3 BLOCKS  
 39 SINGLE FAMILY LOTS  
 1 LANDSCAPE LOT  
 40 LOTS TOTAL

LINEAR FEET OF NEW STREETS			
NAME	LENGTH	ACREAGE	AREA SUMMARY (ACRES)
PLOVER RUN TRAIL (50')	705	0.796	OPEN SPACE: 0.343
HORNED OWL TRAIL (50')	737	0.819	RIGHT OF WAY: 1.931
KESTREL LORE COURT (50')	177	0.316	SINGLE FAMILY: 8.659
TOTAL	1619	1.931	TOTAL: 10.933



**LEGAL DESCRIPTION:**  
 10.933 ACRES OUT OF V. W. SWEARENGEN SURVEY NO. 32, AND BEING A PART OF THAT CERTAIN 21.680 ACRE TRACT OF LAND CONVEYED TO RWD RESIDENTIAL, L.P. BY DEED RECORDED IN DOCUMENT NUMBER 2012007146 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**OWNER/SUBDIVIDER:**  
 RWD RESIDENTIAL, L.P., A TEXAS LIMITED PARTNERSHIP  
 RWD RESIDENTIAL GP, LLC, A TEXAS LIMITED LIABILITY COMPANY,  
 ITS GENERAL PARTNER  
 508 BAYLOR STREET  
 AUSTIN, TEXAS 78703  
 NATHAN NEESE, MANAGER

DATE: JULY 30, 2012 SCALE: 1" = 100'  
**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
 (512) 836-4793 FAX: (512) 836-4817  
**RJ SURVEYING & ASSOCIATES, INC.**  
 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
 (512) 836-4793 FAX: (512) 836-4817

No.	DATE	REVISION	BY
1	3/18/13	ADDRESSED CITY COMMENTS FROM 3/14/2013	JKW



NOTES:

1. THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF PFLUGERVILLE.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED SEWER SYSTEM. STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SYSTEM APPROVED BY THE TEXAS STATE DEPARTMENT OF HEALTH.
3. ALL STREETS IN THIS SUBDIVISION SHALL BE CONSTRUCTED WITH CONCRETE CURB AND GUTTER.
4. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
5. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 150 FEET TO THE EDGE OF PAVEMENT OF AN INTERSECTING ARTERIAL STREET.
6. SIDEWALKS SHALL BE CONSTRUCTED ALONG EACH SIDE OF ALL STREETS IN THIS SUBDIVISION AND SIDEWALK RAMPS, DESIGNED TO MEET ADA REQUIREMENTS FOR HANDICAP ACCESS, SHALL BE PROVIDED AT ALL STREET INTERSECTIONS. ALL SIDEWALKS SHALL BE 4 FEET IN WIDTH. THIS SUBDIVISION IN SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS RECORDED IN DOCUMENT NO. 2002010202 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE SUPPLEMENTAL DECLARATIONS TO THE PARK AT BLACKHAWK AND LAKESIDE AT BLACKHAWK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN DOCUMENT NO. 2004106271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
8. NOTE DELETED.
9. THE OWNER/SUBDIVIDER AS LISTED ON THIS PLAT SHALL BE RESPONSIBLE FOR POSTING FISCAL SURETY FOR THE CONSTRUCTION OF ALL CONCRETE SIDEWALKS AS SHOWN OR LISTED ON THE PLAT. WHETHER INSTALLED BY THE OWNER/DEVELOPER OR INDIVIDUAL HOMEBUILDERS, IT IS THE RESPONSIBILITY OF THE OWNER/SUBDIVIDER TO ENSURE ALL SIDEWALKS ARE ADA COMPLIANT AND BUILT IN SUBSTANTIAL COMPLIANCE WITH THE PROVISIONS OF THE TEXAS ARCHITECTURAL BARBERS ACT, ARTICLE 9102, TEXAS CIVIL STATUTES, AS ADMINISTERED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION OR TO REQUEST PRE-CONSTRUCTION VARIANCES FOR ANY PROPOSED SIDEWALKS NOT MEETING ADA REQUIREMENTS. APPLICATION FOR THE VARIANCES SHALL BE REQUIRED BEFORE ISSUANCE OF THE DEVELOPMENT PERMIT.
10. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE WCD No. 20 WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
11. LOT 14B, BLOCK H SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND IS RESTRICTED TO NON-RESIDENTIAL USES. SEE DOCUMENT Nos. 2002010202 AND 2004106271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
12. WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS SUBJECT AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
13. THE ASSESSED IMPACT FEE RATE FOR ONE SERVICE UNIT WITH A 5/8" WATER SIZE FOR WASTEWATER SHALL BE \$1,363.
14. STREETLIGHTS SHALL BE INSTALLED AND OPERATIONAL BY THE SUBDIVIDER WITH PUBLIC IMPROVEMENTS PER ALL CITY OF PFLUGERVILLE STANDARDS. A STREET LIGHTING PLAN SHALL BE APPROVED BY THE APPLICABLE ELECTRIC UTILITY PROVIDER AS WELL AS THE CITY OF PFLUGERVILLE.
15. ALL NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
16. WHERE EXISTING OVERHEAD ELECTRIC SERVICE EXISTS, ELECTRIC UTILITY SERVICE LINES FOR STREET OR SITE LIGHTING SHALL BE PLACED UNDERGROUND.
17. ALL ELECTRIC, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) SHALL BE PAD MOUNTED OR PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN A RIGHT-OF-WAY.
18. A 10 FOOT PUE SHALL BE DEDICATED ALONG ALL STREET FRONTAGE.
19. A MINIMUM OF A 4 FOOT WIDE PUBLIC SIDEWALK SHALL BE PROVIDED ON BOTH SIDES OF HORNE DOWL TRAIL, PLOVER RUN TRAIL, AND KESTRAL LORE COURT.
20. WATER SHALL BE PROVIDED MANVILLE WATER SUPPLY CORPORATION, WATER CON 1114.
21. WASTEWATER SERVICE SHALL BE PROVIDED BY THE CITY OF PFLUGERVILLE.

STATE OF TEXAS  
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS THAT RMD RESIDENTIAL, L.P. ACTING BY AND THROUGH RMD RESIDENTIAL GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER, NATHAN NEESE, MANAGER, OWNER OF THAT CERTAIN 21,680 ACRE TRACT OF LAND OUT OF THE V. W. SWEARENGEN SURVEY NO. 32 SURVEY CONVEYED TO IT BY DEED RECORDED IN DOCUMENT NUMBER 2012007146 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 10.933 ACRES IN ACCORDANCE WITH CHAPTER 232 AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN HEREON, TO BE KNOWN AS "THE PARK AT BLACKHAWK II PHASE 3B" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON SHOWN ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 1<sup>ST</sup> DAY OF March A. D. 2013.

RMD RESIDENTIAL, L.P., A TEXAS LIMITED PARTNERSHIP

BY: RMD RESIDENTIAL GP, LLC,  
A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER  
508 BAYLOR STREET, AUSTIN, TEXAS 78703

BY: Nathan Neese  
NATHAN NEESE, MANAGER

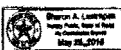
STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NATHAN NEESE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1<sup>ST</sup> DAY OF March 2013.

BY: Sharon Jackson  
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME:  
MY COMMISSION EXPIRES:



STATE OF TEXAS  
COUNTY OF

THAT, S.F. IV - BLACKHAWK, L.P., THE LIEN HOLDER OF THAT CERTAIN ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2012007147 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 10.93 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

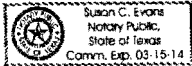
S.F. IV - BLACKHAWK, L.P.  
BY: [Signature] ITS SUPERINTENDENT

5548 SHERRY LANE, SUITE 1750  
DALLAS, TEXAS 75225

THE STATE OF TEXAS  
COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 28<sup>TH</sup> DAY OF February, 2013.

BY: [Signature]  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME:  
MY COMMISSION EXPIRES:



STATE OF TEXAS  
COUNTY OF TRAVIS

THAT, INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2012007146 OF THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 10.93 ACRE TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

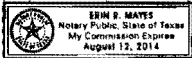
INTERNATIONAL BANK OF COMMERCE  
BY: [Signature] ITS Vice President

816 CONGRESS AVENUE, SUITE 100  
AUSTIN, TEXAS 78701

THE STATE OF TEXAS  
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 1<sup>ST</sup> DAY OF MARCH, 2013.

BY: [Signature]  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME:  
MY COMMISSION EXPIRES:



FINAL PLAT OF  
**THE PARK AT BLACKHAWK II PHASE 3B**

CITY CERTIFICATION:

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PFLUGERVILLE, TEXAS, ON BEHALF OF THE CITY.

BY: \_\_\_\_\_  
THOMAS ANKER, CHAIR

THIS PLAT REFLECTS THE APPROVAL GRANTED BY THE PLANNING AND ZONING COMMISSION ON THE DATE INDICATED ABOVE.

BY: \_\_\_\_\_  
EMILY BARBON, PLANNING DIRECTOR

ATTEST:  
\_\_\_\_\_  
KAREN THOMPSON, CITY SECRETARY

BY: \_\_\_\_\_  
EMILY BARBON, PLANNING DIRECTOR

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION TO THE PUBLIC USE OF THE STREETS AND EASEMENTS / OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION UPON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, DANA DEBEAUVOUR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ A.D. THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF THE SAID COURT.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, OF SAID COUNTY, THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ A.D.

DANA DEBEAUVOUR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

SURVEYORS CERTIFICATION:

I, J. KENNETH MEGANB, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED ON THE GROUND AS SHOWN HEREON, AND HEREBY CERTIFY THAT THIS PLAT COMPLES WITH TRAVIS COUNTY ORDER NO. 8596 STANDARDS FOR THE CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS OF 1984, AS AMENDED, AND THE CITY OF PFLUGERVILLE RULES AND REGULATIONS.

[Signature] Feb 25, 2013

J. KENNETH MEGANB  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5741  
STATE OF TEXAS



ENGINEER'S CERTIFICATION:

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #04053C020894, TRAVIS COUNTY, TEXAS EFFECTIVE DATE SEPTEMBER 26, 2008.

I, R. BRENT JONES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature] 2/15/13  
R. BRENT JONES  
LICENSED PROFESSIONAL ENGINEER NO. 92671  
STATE OF TEXAS



I, DANA DEBEAUVOUR, CLERK OF THE TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ A.D. AT \_\_\_ O'CLOCK \_\_\_ M AND DULY RECORDED ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ A.D. AT \_\_\_ O'CLOCK \_\_\_ M, IN DOCUMENT NUMBER \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF THE COUNTY CLERK, THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_ A.D.

DANA DEBEAUVOUR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

DATE: NOV. 28, 2012

RANDALL JONES & ASSOCIATES ENGINEERING, INC.  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

RJ SURVEYING & ASSOCIATES, INC.  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

2/15/2013 11:20:15 AM 417146 (PL) (EST)

PARKLAND DEDICATION REQUIREMENT NOTE:  
TO DATE, ALL PUBLIC PARKLAND REQUIREMENTS HAVE BEEN MET PER THE COMPREHENSIVE DEVELOPMENT AGREEMENT BETWEEN TEMANN LAND AND CATTLE DEVELOPMENT, INC AND THE CITY OF PFLUGERVILLE, DATED APRIL 29, 1997, AND AS AMENDED.

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between <sup>RMD</sup> ~~Residential~~ D.P., (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "~~Park at Blackhawk~~" (the "Subdivision"); and

II Phase 3B

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

## II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site

inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect

purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

### III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: RMD Residential, L.P.  
508 Baylor St.  
Austin, TX 78703

County: Transportation & Natural Resources Department  
P.O. Box 1748 Austin, Texas 78767  
Attn: Executive Manager

Copy to: Travis County Attorney's Office  
P.O. Box 1748  
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. **NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.**

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

\_\_\_\_\_  
County Judge

Date:

By: *Nathan Neese*  
Name: NATHAN NEESE  
Title: MANAGER  
Authorized Representative  
Date: 6/21/12

ACKNOWLEDGEMENT

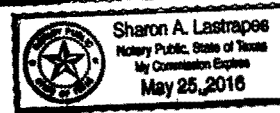
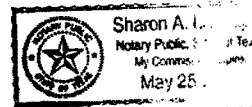
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the day of, 21 June 2012, by  
Nathan Neese, in the capacity stated herein.

*Sharon A. Lastrapes*  
Signature of Notary

After Recording Return to:  
Executive Manager,  
Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767





§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

THE PARK AT BLACKHAWK II, PHASE 3B – 10.93 ACRES

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE V. W. SWEARENGEN SURVEY No. 32, AND BEING A PART OF THAT 21.680 ACRE TRACT OF LAND CONVEYED TO RMD RESIDENTIAL. L.P., BY DEED RECORDED IN DOCUMENT No. 2012007146 OF THE PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a 1/2" iron rod set at the Southeast Corner of Lot 1, Block I, of the Plat of The Park at Blackhawk II, Phase 2A, according to the plat thereof recorded in Document No. 200700253 of the Official Public Records of Travis County, Texas;

N.31°53'56"E. (at 77.61 feet pass a 1/2" iron rod set at the Northeast Corner of said Lot 1 and continue along the East Line of Lot 2) in all a distance of 91.76 feet to a 1/2" iron rod set at the Point of Beginning;

THENCE along the Easterly Line said Plat of The Park at Blackhawk II, Phase 2A and along the East Line of the Plat of The Park at Blackhawk II, Phase 2B, according to the plat thereof recorded in Document No. 200800048 of the Official Public Records of Travis County, Texas, the following six courses:

1. N.31°53'56"E. a distance of 180.43 feet to a 1/2" iron rod set;
2. N.10°11'45"E. a distance of 150.10 feet to a 1/2" iron rod set;
3. N.36°27'24"E. a distance of 179.23 feet to a 1/2" iron rod set;
4. N.41°57'47"E. a distance of 203.28 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
5. Northwesterly along the arc of said curve, a distance of 20.86 feet, said curve having a radius of 475.00 feet, a central angle of 02°30'57" and a chord bearing N.48°03'49"W., 20.86 feet to a 1/2" iron rod set;
6. N.43°11'40"E. a distance of 143.68 feet to a 1/2" iron rod set in the Southwesterly Line of Martin Lane as shown on the Plat of Park at Blackhawk II, Jakes Hill Road and Martin Lane, according to the plat thereof recorded in Document No. 200700014 of the Official Public Records of Travis County, Texas and to a point on a non-tangent curve to the left;

THENCE along the Southwesterly Line of Martin Lane the following five courses:

1. Southeasterly along the arc of said curve, a distance of 138.78 feet, said curve having a radius of 635.00 feet, a central angle of 12°31'18" and a chord bearing S.55°37'55"E., 138.50 feet to a 1/2" iron rod set
2. S.61°53'34"E. a distance of 303.86 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
3. Southeasterly, along the arc of said curve to the right a distance of 221.72 feet, said curve having a radius of 815.00 feet, a central angle of 15°35'14", and a chord bearing S.54°05'57"E., 221.04 feet, to a 1/2" iron rod set;
4. S.46°18'20"E. a distance of 101.80 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
5. Southeasterly, along the arc of said curve to the right a distance of 22.69 feet, said curve having a radius of 565.00 feet, a central angle of 02°18'02", and a chord bearing S.45°09'19"E., 22.68 feet to a 1/2" iron rod set;

THENCE across the said 21.680 Acre Tract the following nine courses:

1. S.54°45'09"W. a distance of 147.57 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;

THE PARK AT BLACKHAWK II, PHASE 3B – 10.93 ACRES

2. Northwesterly along the arc of said curve, a distance of 31.54 feet, said curve having a radius of 525.00 feet, a central angle of 03°26'31" and a chord bearing N.36°58'07"W., 31.53 feet to a 1/2" iron rod set;
3. S.51°18'37"W. a distance of 170.00 feet to a 1/2" iron rod set;
4. N.44°20'52"W. a distance of 70.00 feet to a 1/2" iron rod set;
5. S.57°33'24"W. a distance of 545.87 feet to a 1/2" iron rod set;
6. S.45°43'46"W. a distance of 55.87 feet to a 1/2" iron rod set;
7. N.55°46'59"W. a distance of 131.20 feet to a 1/2" iron rod set;
8. N.67°15'44"W. a distance of 50.86 feet to a 1/2" iron rod set;
9. N.57°34'04"W. a distance of 143.45 feet to the said Point of Beginning.

Containing 10.93 acres, more or less.

*J. K. Weigand May 23, 2012*

J. Kenneth Weigand  
Registered Professional Land Surveyor No. 5741  
State of Texas

RJ Surveying & Associates, Inc.  
1212 East Braker Lane  
Austin, Texas 78753



All iron rods set have RJ Surveying caps  
The East Line of Lot 1, Block I, of the Plat of The Park at Blackhawk II, Phase 2A, is assumed to bear N.31°53'56"E. as shown on the recorded plat.  
This parcel is shown on a separate drawing.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** March 26, 2013

**Prepared By:** Joe Arriaga **Phone #:** 854-7562

**Division Director/Manager:** Anna Bowlin, Division Director, Development Services and Long Range Planning

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a plat for recording: Vista Royale Subdivision, Phase 2 - Final Plat - (Vista Royale Subdivision, Phase 2 - Final Plat - One Lot for Multi-Family - 228 units - RM 620 - City of Bee Cave ETJ) in Precinct Three.

**BACKGROUND/SUMMARY OF REQUEST:**

The applicant is requesting approval of a final plat consisting of one lot that would include 228 apartment units on 40.10 acres. There are no new streets being proposed to be built with this subdivision. Water and Wastewater will be provided by Travis County Water Control and Improvement District. Applicant has satisfied parkland fees in the amount of \$187,630.00.

**STAFF RECOMMENDATIONS:**

As this final plat and agreement meet all Travis County standards and, baring any new information, TNR staff recommends approval. The plat is scheduled for approval by the City of Bee Cave City Council on 3/26/2013.

**ISSUES AND OPPORTUNITIES:**

Staff has not received any inquiries from anyone concerning this final plat.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

- Location map
- Precinct map
- Proposed final plat

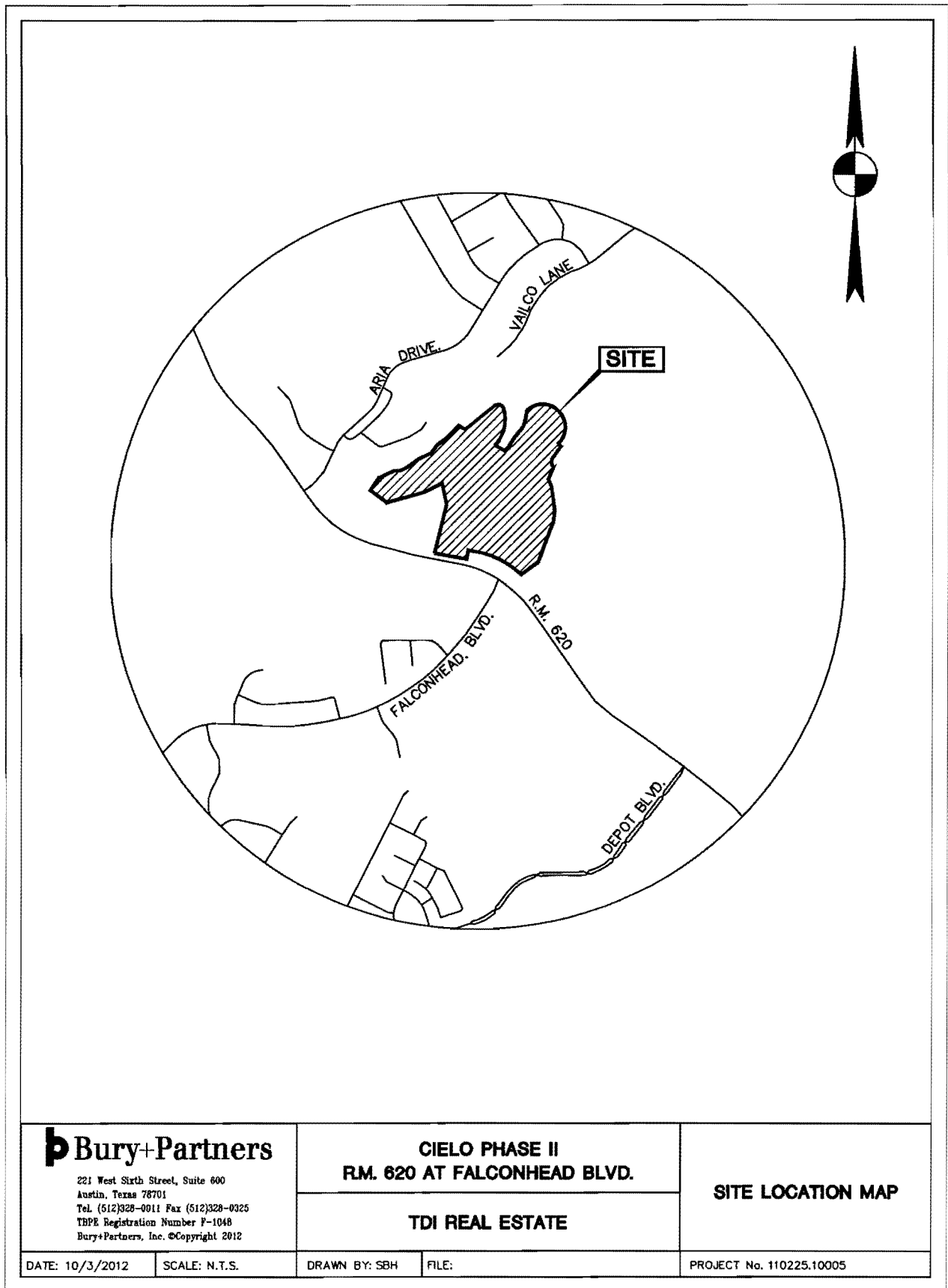
**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429


**CC:**


**SM:AB:ja**

**1101 - Development Services Long Range Planning - Vista Royale Phase 2, Final Plat**



**b Bury+Partners**  
221 West Sixth Street, Suite 600  
Austin, Texas 78701  
Tel. (512)328-0011 Fax (512)328-0325  
TBPE Registration Number P-1048  
Bury+Partners, Inc. ©Copyright 2012

**CIELO PHASE II  
R.M. 620 AT FALCONHEAD BLVD.**

**SITE LOCATION MAP**

**TDI REAL ESTATE**

DATE: 10/3/2012

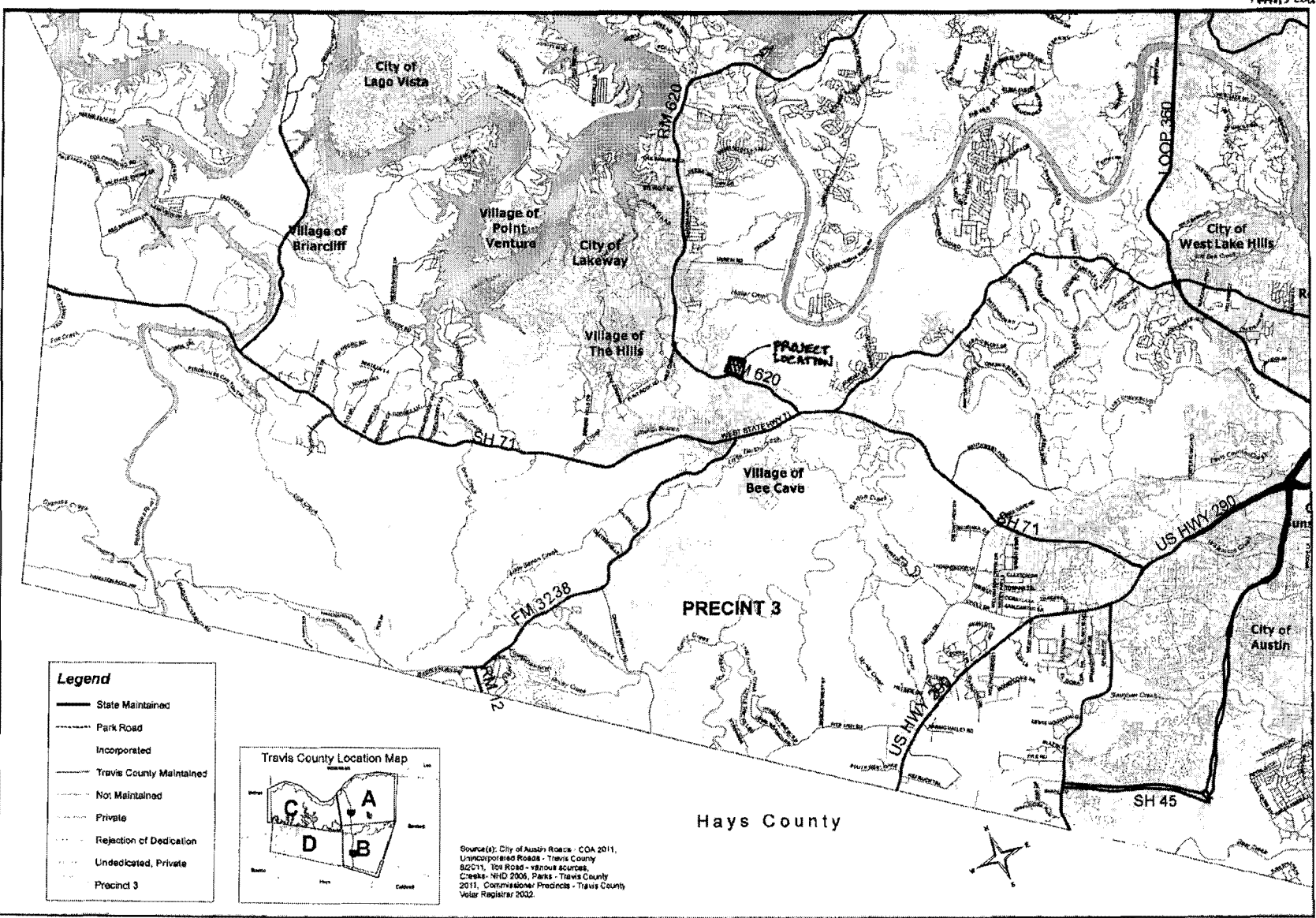
SCALE: N.T.S.

DRAWN BY: SBH

FILE:

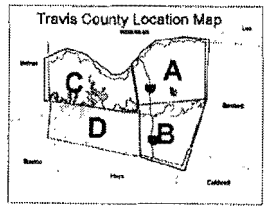
PROJECT No. 110225.10005

TRAVIS COUNTY



**Legend**

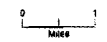
- State Maintained
- - - Park Road
- Incorporated
- Travis County Maintained
- - - Not Maintained
- Private
- - - Rejection of Dedication
- - - Undedicated, Private
- Precinct 3



Source(s): City of Austin Roads - COA 2011, Unincorporated Roads - Travis County 2011, Toll Road - various sources, Cross - MID 2006, Plans - Travis County 2011, Commissioner Precincts - Travis County Voter Registrar 2002.

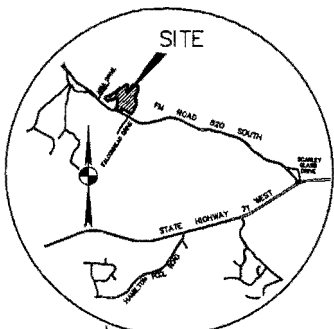
Map Disclaimer: The data is provided "as is" with no warranties of any kind.

# Travis County Roadways, Map D



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources, Date: 8/9/2011

# VISTA ROYALE SUBDIVISION, PHASE TWO, FINAL PLAT

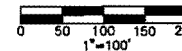


7.41 ACRES  
GOLDA S. GARNETT  
ET AL  
VOL. 12346, PG. 994

VICINITY MAP  
N.T.S.

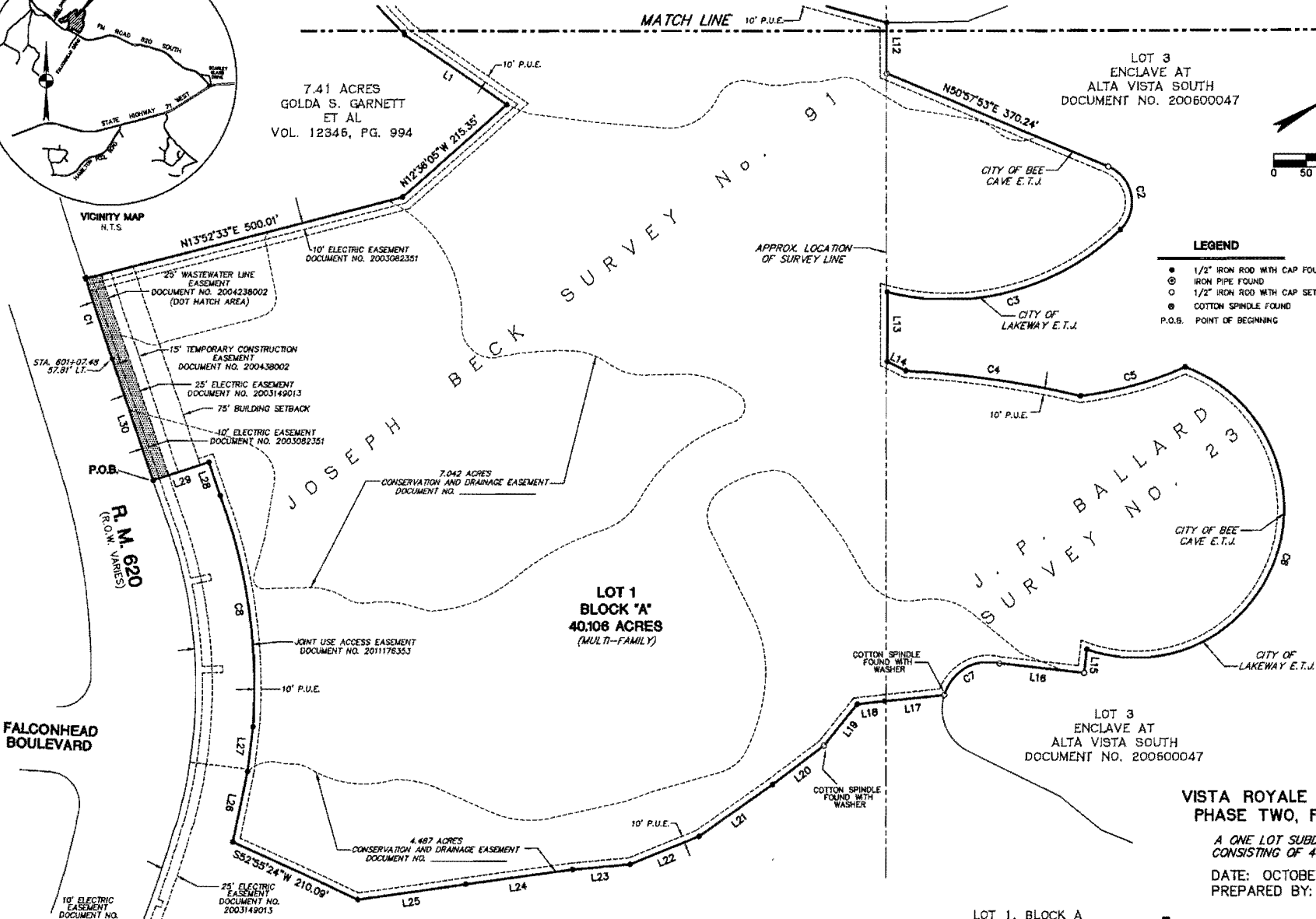
MATCH LINE 10' P.U.E.

LOT 3  
ENCLAVE AT  
ALTA VISTA SOUTH  
DOCUMENT NO. 200600047



### LEGEND

- 1/2" IRON ROD WITH CAP FOUND
  - ⊙ IRON PIPE FOUND
  - 1/2" IRON ROD WITH CAP SET
  - ⊙ COTTON SPINDLE FOUND
- P.O.B. POINT OF BEGINNING



FALCONHEAD BOULEVARD

R.M. 620  
(R.O.W. VARIES)

LOT 1, BLOCK A  
VISTA ROYALE SUBDIVISION,  
PHASE ONE, FINAL PLAT  
DOCUMENT NO. 200500131

**BEARING BASIS:**  
THE BASIS OF BEARINGS OF THE SURVEY SHOWN HEREON IS TEXAS  
CENTRAL ZONE MAD 83/93 (HARN). TIED TO THE LOWER COLORADO  
RIVER AUTHORITY HARN NETWORK.

LOT 1, BLOCK A  
VISTA ROYALE SUBDIVISION,  
PHASE ONE, FINAL PLAT  
DOCUMENT NO. 200500131

### VISTA ROYALE SUBDIVISION, PHASE TWO, FINAL PLAT

A ONE LOT SUBDIVISION  
CONSISTING OF 40.106 ACRES  
DATE: OCTOBER 2012  
PREPARED BY:

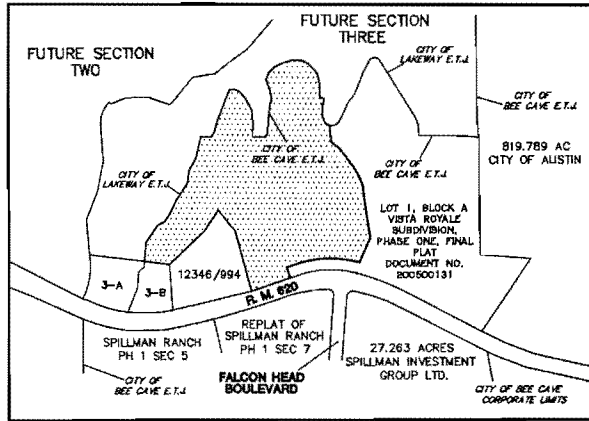
**Bury+Partners**

221 West Sixth Street, Suite 600 Austin, Texas 78701  
Tel. (512)328-0811 Fax (512)328-0325  
Bury+Partners, Inc. ©Copyright 2013

SHEET  
**2**  
OF 5



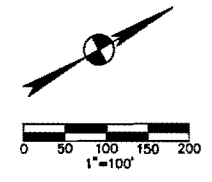
# VISTA ROYALE SUBDIVISION, PHASE TWO, FINAL PLAT



**LINE TABLE**

No.	Bearing	Distance
L1	S52°19'22"W	191.95'
L2	S75°14'58"W	51.70'
L3	N34°16'16"E	148.50'
L4	N64°36'26"E	168.48'
L5	N87°11'27"E	87.51'
L6	N63°36'47"E	77.39'
L7	N54°35'33"E	126.79'
L8	N64°05'00"E	142.67'
L9	N38°39'43"E	111.50'
L10	N54°36'07"E	113.01'
L11	N43°54'52"E	168.04'
L12	S61°42'04"E	78.08'
L13	S61°36'14"E	105.99'
L14	N54°45'31"E	31.54'
L15	S55°22'18"E	38.90'
L16	S34°37'44"W	131.79'
L17	S22°33'57"W	91.99'
L18	S21°59'01"W	41.85'
L19	S22°52'22"E	61.33'
L20	S08°43'41"E	96.92'
L21	S08°54'30"E	137.79'
L22	S06°06'23"W	114.16'
L23	S23°02'27"W	88.68'
L24	S20°31'24"W	166.21'
L25	S20°21'57"W	168.71'
L26	N50°04'42"W	310.48'
L27	N54°47'49"W	69.14'
L28	N80°07'16"W	54.22'
L29	S09°52'44"W	98.83'
L30	N80°07'16"W	195.48'

- LEGEND**
- 1/2" IRON ROD WITH CAP FOUND
  - ⊙ IRON PIPE FOUND
  - 1/2" IRON ROD WITH CAP SET
  - ⊗ COTTON SPINDLE FOUND
  - CONCRETE MONUMENT SET
  - P.U.E. PUBLIC UTILITY EASEMENT
  - P.O.B. POINT OF BEGINNING



**SURVEYORS CERTIFICATION:**  
 KNOW ALL MEN BY THESE PRESENTS:  
 THAT I, MARK J. JEZISEK, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACCURATE AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS SET WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BEE CAVE AND CHAPTER 82 OF THE TRAVIS COUNTY SUBDIVISION REGULATIONS.

MARK J. JEZISEK, R.P.S.  
 TEXAS REGISTRATION NO. 5267  
 BURY & PARTNERS, INC.  
 221 WEST SIXTH STREET, SUITE 600  
 AUSTIN, TEXAS 78701



STATE OF TEXAS X  
 COUNTY OF TRAVIS X

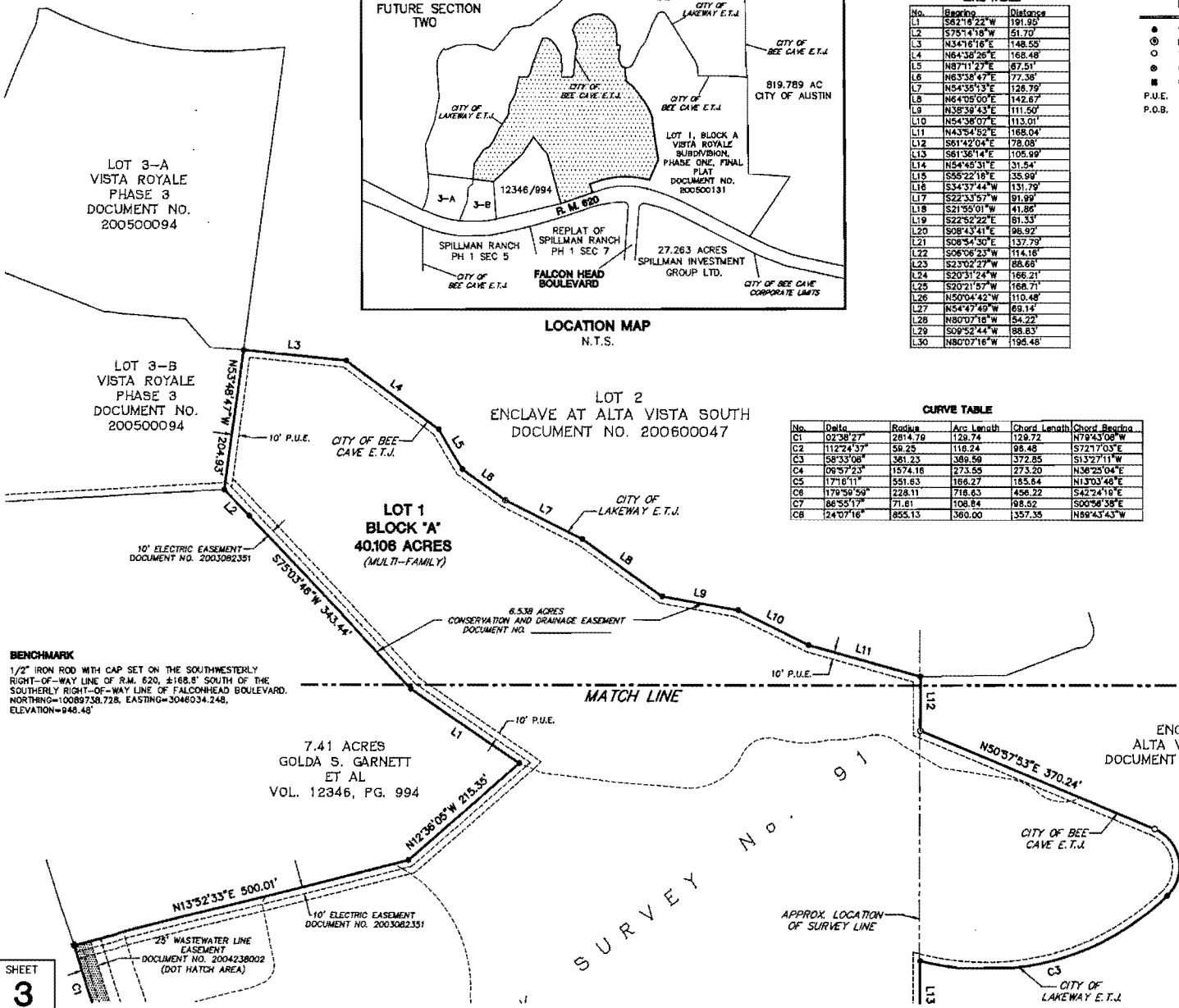
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED MARK J. JEZISEK, LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
 MY COMMISSION EXPIRES ON: \_\_\_\_\_

**CURVE TABLE**

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	02°38'27"	2614.79	129.74	129.72	N79°43'08"W
C2	112°24'37"	59.25	116.24	98.48	S72°17'03"E
C3	58°33'08"	381.23	389.58	372.85	S13°27'11"W
C4	06°57'23"	1174.16	273.55	273.20	N38°25'04"E
C5	17°18'11"	551.63	166.27	165.84	N13°03'48"E
C6	179°59'59"	228.11	716.63	456.22	S42°24'16"E
C7	86°55'17"	71.61	108.84	98.52	S00°56'38"E
C8	24°07'16"	855.13	360.00	357.35	N89°43'43"W



**BENCHMARK**  
 1/2" IRON ROD WITH CAP SET ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF R.M. 620, 4168.8' SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF FALCONHEAD BOULEVARD. NORTHING=10089738.728, EASTING=3048034.248, ELEVATION=948.48'

SHEET  
**3**  
 OF 5

**VISTA ROYALE SUBDIVISION, PHASE TWO, FINAL PLAT**  
 A ONE LOT SUBDIVISION CONSISTING OF 40.106 ACRES  
 DATE: OCTOBER 2012  
 PREPARED BY:

**Bury+Partners**  
 221 West Sixth Street, Suite 600 Austin, Texas 78701  
 Tel. (512)328-0011 Fax (512)328-0325  
 Bury+Partners, Inc. ©Copyright 2013



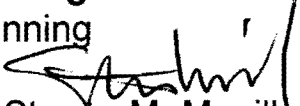
# Travis County Commissioners Court Agenda Request

**April 19, 2013**

**Meeting Date:** ~~March 12, 2013~~

**Prepared By:** Joe Arriaga **Phone #:** 854-7562

**Division Director/Manager:** Anna Bowlin, Division Director, Development Services and Long Range Planning AB

**Department Head:**  Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action on a Variance to Title 30-2-158(B(2) Access to Streets (Requires that a new subdivision must have at least two access streets and each of the two access streets must connect to a different external street) for The Hills of Shady Hollow-Preliminary Plan.

**BACKGROUND/SUMMARY OF REQUEST:**

The subject property consists of a preliminary plan, The Hills of Shady Hollow. It is located in the City of Austin's 2-Mile ETJ. It proposes 208 single family lots, 4 open and drainage lots, 1 amenity center lot, and 1 commercial lot on 77.71 acres. There are 8,094 linear feet of public streets being proposed with this development. The property is bounded by FM 1626 on the north and is adjacent to Johnson Lane. The majority of the single family lots will take access from Johnson Lane and the commercial lot will only take access from FM 1626. Water and wastewater will be provided by the City of Austin.

TNR staff has reviewed the applicant's request for the variance and recommends approval. The applicant has worked with the Travis County Fire Marshal's office and has satisfied all of Travis County Fire Code requirements to only have one direct connection to an external street. The applicant has proposed to provide an emergency access easement on the western part of the development. Based in part on the addition of the access easement and the proposed stub street, Hershel Lee, Fire Marshal indicates, the preliminary plan is "capable of meeting the requirements of Travis County Fire Code". The applicant proposes to acquire the access easement and will be constructed as an all-weather road for emergency purposes.

**STAFF RECOMMENDATIONS:**

TNR staff recommends approval of the variance based in part on the Fire Marshal's review and recommendation.

**ISSUES AND OPPORTUNITIES:**

Staff has received several inquiries (3) from adjacent property owners who are concerned with the increased traffic that will be generated by this development.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

- Location map
- Precinct map
- Preliminary Plan
- Variance Request
- Emergency Access Easement

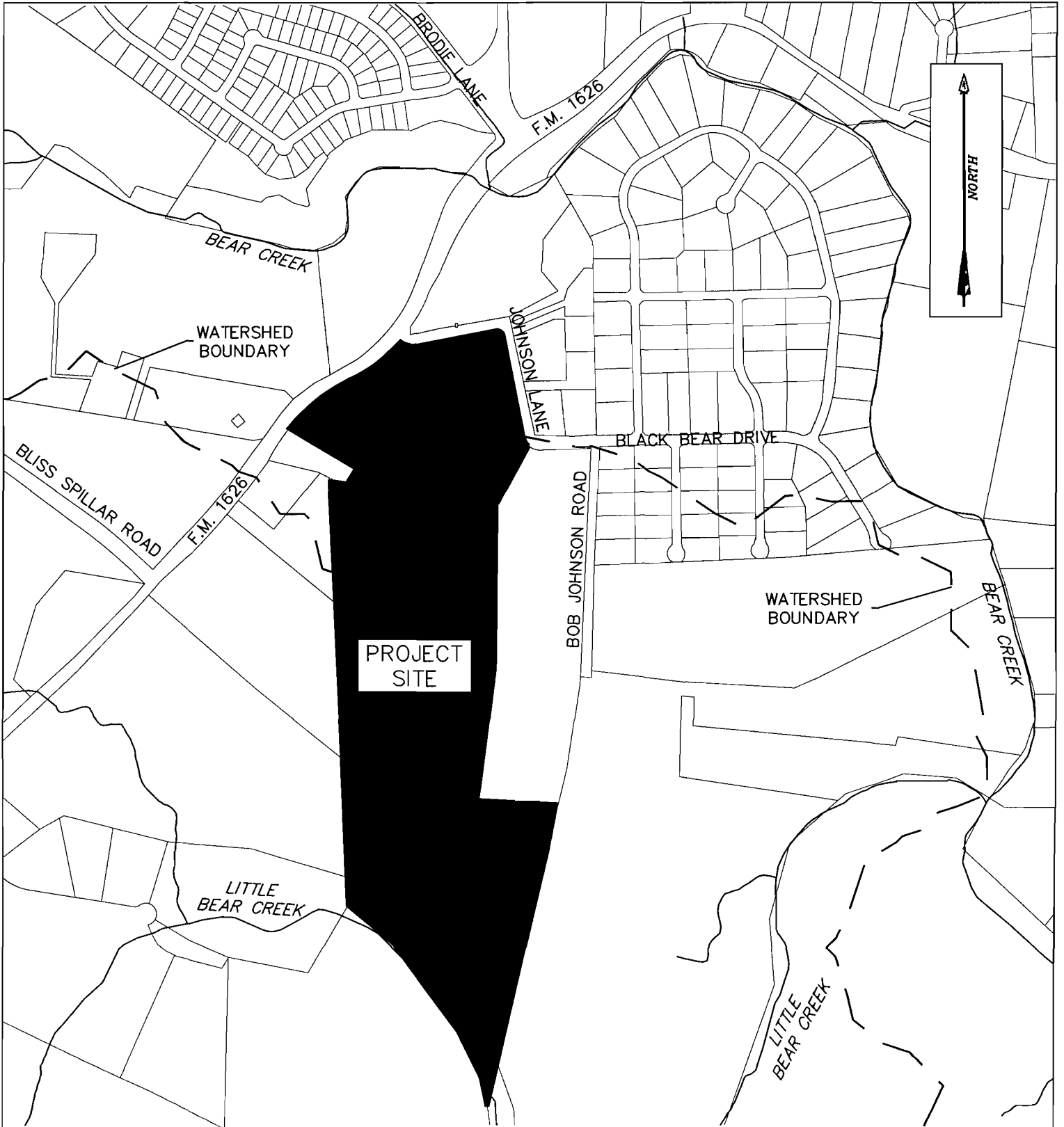
**REQUIRED AUTHORIZATIONS:**

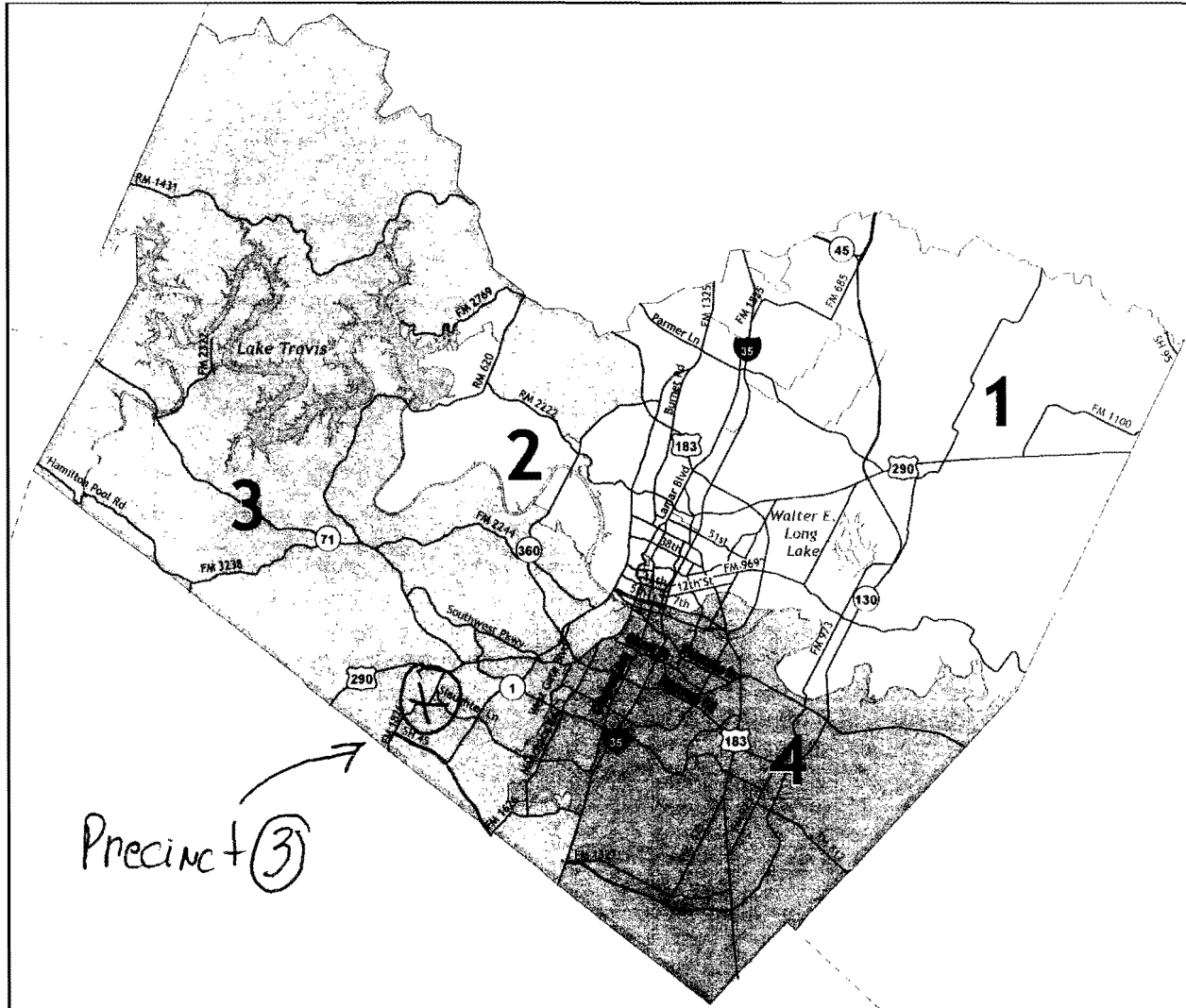
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


**SM:AB:ja**

**1101 - Development Services Long Range Planning - Variance - The Hills of Shady Hollow**



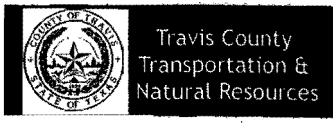


- 2011 Commissioner Precincts**
- Precinct 1: Ron Davis  
 314 W. 11th St. #510  
 Austin, TX 78701  
 Phone: (512) 854-9111  
 Fax: (512) 854-4897
  - Precinct 2: Sarah Eckhardt  
 314 W. 11th St. #530  
 Austin, TX 78701  
 Phone: (512) 854-9222  
 Fax: (512) 854-9515
  - Precinct 3: Karen Huber  
 314 W. 11th St. #500  
 Austin, TX 78701  
 Phone: (512) 854-9333  
 Fax: (512) 854-9376
  - Precinct 4: Margaret Gomez  
 314 W. 11th St. #525  
 Austin, TX 78701  
 Phone: (512) 854-9444  
 Fax: (512) 854-9535

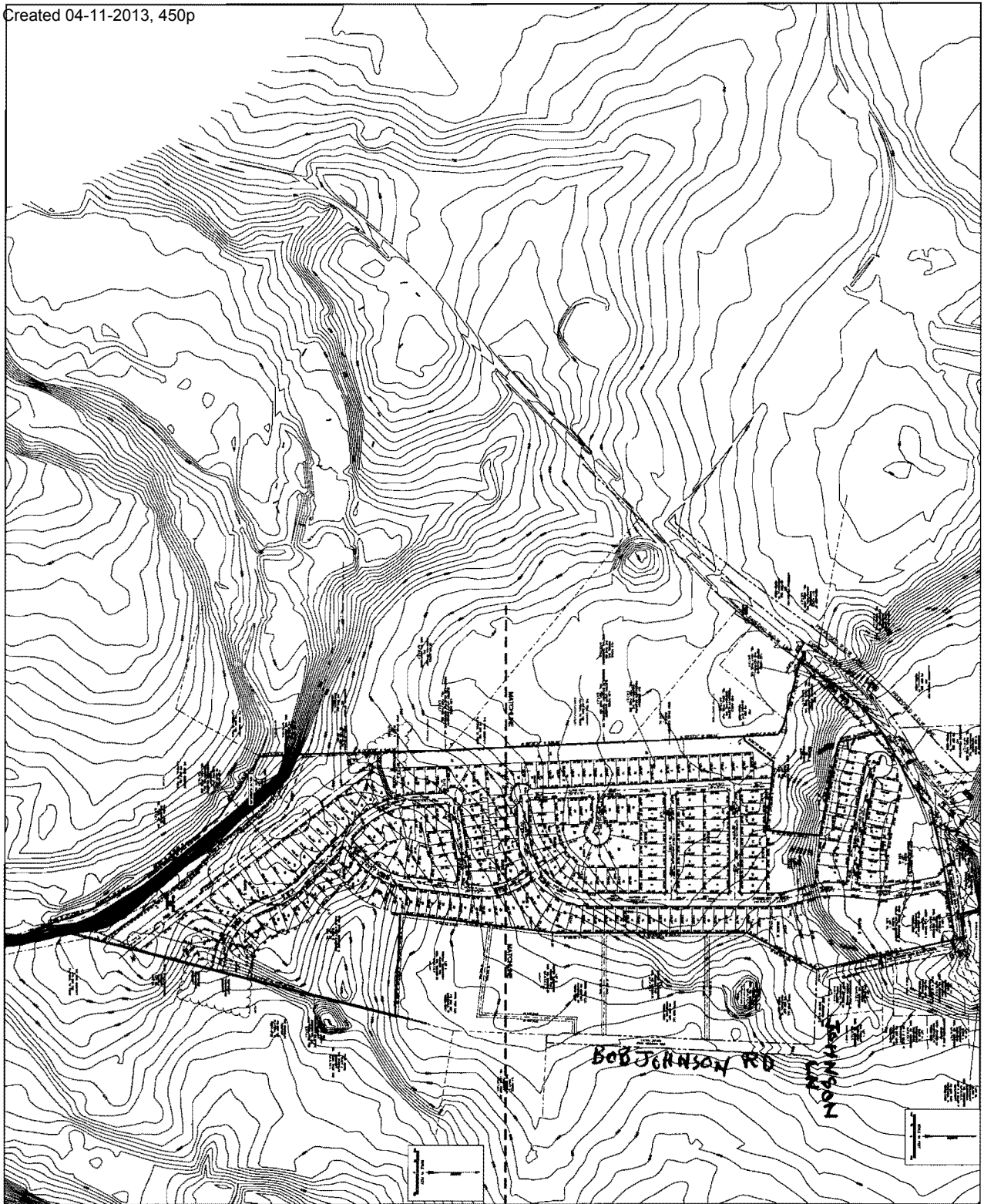


**DISCLAIMER:**  
 This map was prepared for the sole purpose of aiding Travis County Board members in their review of proposed precincts. It is not intended to be used for any other purpose. While every effort has been made to ensure the accuracy of this map, the County is not responsible for any errors or omissions. The County is not a professional mapping organization.

TNR GIS Coord. 04/11/2013 04:05:41



# Travis County Commissioner Precincts



C81-2012-0095

[CAUTION]  
 THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF HANRAHAN & PRITCHARD ENGINEERING, INC.

SHEET 01 OF 04	File: Projects\Johnson SF\dwg\Preliminary Plan	Snapshot: OVERALL
	Job No: 211-14	Scale (Horiz): 1"=200'
	Date: 06/05/12	Checked By: LMH   Drawn By: HD
	Revision 1:	
	Revision 2:	



**THE HILLS OF SHADY HOLLOW  
 PRELIMINARY PLAN  
 OVERALL LAYOUT**

**HANRAHAN • PRITCHARD ENGINEERING, INC.**  
 CONSULTING ENGINEERS  
 (TX) PE REG. NO. 4480  
 8333 Cross Park Drive  
 AUSTIN, TEXAS 78754  
 OFFICE: 512-458-4724 FAX: 512-458-4752  
 hpe@hpe-eng.com

HPE



**Hanrahan • Pritchard Engineering, Inc.**

8333 Cross Park Drive  
Austin, Texas 78754

**HPE**

Phone: 512.459-4734  
Fax: 512.459.4752  
(TX. PE FIRM REG. #416)

February 4, 2013

Honorable Judge Sam Biscoe & County Commissioners  
Travis County Commissioners Court  
700 Lavaca Street  
Austin, Texas 78767

**RE: Hills of Shady Hollow (C8J-2012-0095)  
Variance Request - C.O.A. Land Development Code Section 30-2-158(B)(2)  
Subdivision Access Streets**

We are formally requesting a variance to LDC Title 30, Section 30-2-158(B)(2), which requires that a new subdivision's access streets connect to a different external street. We are proposing access streets at two points, with a third access point to adjacent property, for the tract proposed for subdivision ("subject tract").

**Reason for Request.** The tract for which the preliminary plan was prepared fronts two external streets: FM 1626 and Bob Johnson Lane. Access is proposed at Bob Johnson Lane, which in turn connects to FM 1626.

An access street connection to FM 1626 is not feasible due to (1) sight distance limitations in the western portion of the subject tract, and (2) proximity to the Bob Johnson Lane intersection in the eastern portion of the tract. The subject tract has no other means of connection to any other external street.

Section 30-2-158(D) allows a new subdivision to have one access street if the single office determines that providing more than one access street is undesirable, unnecessary, or impractical after considering several factors:

- 1. Traffic circulation.** Traffic circulation within the proposed project is adequate, and would not be improved with access to a second external street if one existed.
- 2. Traffic safety.** Internal and access streets are designed per adopted standards. Traffic safety is the primary consideration in *not* providing access to FM 1626.
- 3. Flood and fire safety.** The subject tract lies in an area with a low wildland fire protection rating. Two access streets are provided, and while a second external street (other than FM 1626) would improve evacuation if necessary, a second external street does not exist near the subject tract.
- 4. Topography.** Little Bear Creek at the south boundary of the subject tract creates a topographic limitation to the extension of any roads to the south (in addition to providing a fire break), but there are no other topographic constraints.



5. **Density of the subdivision and surrounding developed property.** The proposed subdivision has an overall density of 2.67 single family units per acre; surrounding property is vacant or low density commercial/industrial/recreation uses.
6. **Whether later development of adjacent property is anticipated to provide additional access.** A third access street is stubbed to adjacent property in the southeast portion of the subject tract, although it is unknown whether later development is anticipated to provide additional access.
7. **Whether traffic through the subdivision should be limited.** No through traffic is proposed; the primary concern for a second external street connection is egress, and proposed streets comply with adopted standards.
8. **The environmental effect of a cut or fill, waterway crossing, or other surface disturbance necessary to provide more than one access street.** Two access streets are provided (to a single external street). No opportunity exists to tie to a second external street.
9. **Whether the access street is a divided street.** Two access streets are provided.
10. **Whether adverse effects, if any, from permitting one access street are mitigated, including whether secondary pedestrian access is provided.** Two access streets are provided, both with pedestrian access.
11. **Whether the subdivider owns adjacent property through which access can be provided; has the right to provide a second access street across another person's property; or is able to develop the subdivision if more than one access street is required.** None of these conditions can be answered in the affirmative. Two access streets are provided; no subdivision of the land is possible if connection to two different external streets is required.

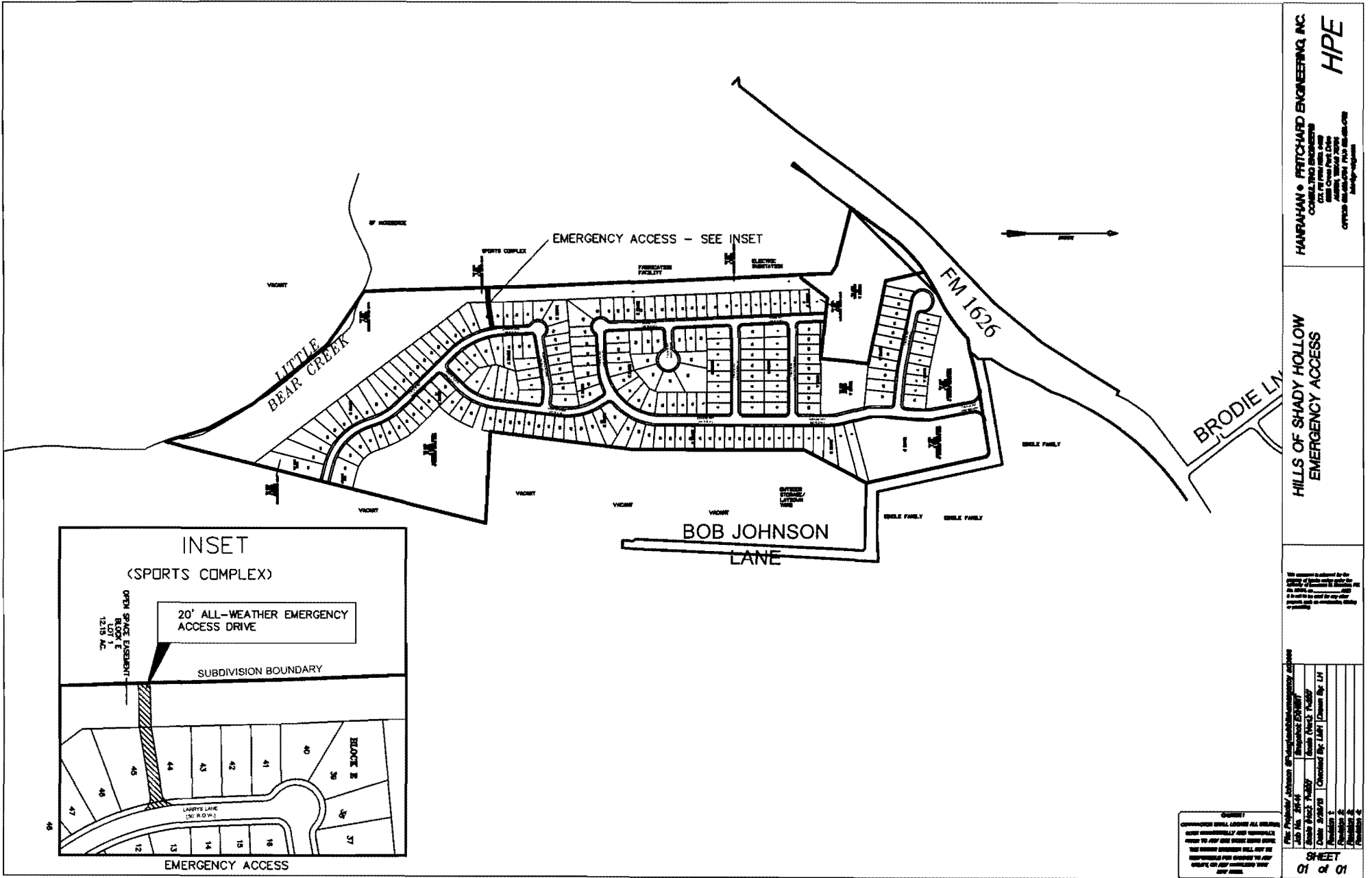
#### **Proposed Secondary Access**

The preliminary plan proposes a second access point to an adjoining property, for use by emergency vehicles. An all-weather access road will be constructed through the access easement. Please refer to the preliminary plan for the proposed access location.

Thank you for your consideration of this request, and please contact us if additional information is needed.

Respectfully,

Lawrence M. Hanrahan, P.E.  
Hanrahan Pritchard Engineering, Inc.



**HANNAHAN • FRITCHARD ENGINEERING, INC.**  
 CONSULTING ENGINEERS  
 601 W. FRENCH BLVD. SUITE 100  
 WACO, TEXAS 76798  
 OFFICE TELEPHONE (817) 866-8800  
 FAX (817) 866-8801  
**HPE**

**HILLS OF SHADY HOLLOW  
 EMERGENCY ACCESS**

THIS PLAN IS SUBMITTED TO THE CITY OF WACO FOR REVIEW AND APPROVAL. THE CITY OF WACO IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS ON THIS PLAN.

Project	Hills of Shady Hollow Emergency Access
Client	Bob Johnson
Drawn	[Signature]
Checked	[Signature]
Reviewed	[Signature]
Scale	As Shown
Date	04/11/13

**NOTICE**  
 CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR DAMAGE TO UTILITIES OR FOR CONSTRUCTION DELAYS.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 04/16/2013, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Victoria Ramirez, Planning and Budget, 854-6039

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive  
Planning and Budget

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Application to the United States Department of Agriculture to receive Farm to School program planning funds in the Juvenile Probation Department. Grant provides for community engagement and the creation of an implementation plan;
- B. Application to the National Endowment for the Humanities to receive preservation assistance funds in the Records Management Department. Grant provides for an assessment of the Travis County Archives and the purchase of archival supplies;
- C. Annual application to the US Department of Justice – Bureau of Justice Assistance for the Sheriff's Office to be reimbursed for expenses incurred under the Immigration and Naturalization Act of 1994. The reimbursement term is from July 1, 2011 to June 30, 2012;
- D. Grant contract with the Meadows Foundation to support the Pre-Doctoral Psychology Internship Program in Juvenile Probation;
- E. Memorandum of Understanding with the Austin Community Foundation, a non-profit organization acting as fiscal agent for bus passes provided by Capital Metro for the Basic Transportation Needs Fund Program in Health and Human Services and Veterans Services Department; and
- F. Reallocation within Travis County Sheriff Office's 2012 SCAAP Resources for a Travis County Correctional Complex Project.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is a new application for Farm to School program planning funds in Juvenile Probation. Item B is a new application for preservation assistance in Records Management. Item C is the FY 13 application for State Criminal Alien Assistance Program (SCAAP) reimbursement funds, and Item F is a status report proposing reallocation of SCAAP funds awarded in FY 12. Item D is a contract to continue an existing program in Juvenile Probation. Item E is the contract for an HHS FY 14 bus pass program, the application for which was approved 04/09/2013.

### STAFF RECOMMENDATIONS:

PBO recommends approval.

## **ISSUES AND OPPORTUNITIES:**

Additional information is provided on the grant summary sheets.

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

Item A requires a match of \$15,000, included through a portion of an existing employee's salary and an in-kind match from a local food source vendor.

## **REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Leslie Browder  
David Salazar

TRAVIS COUNTY

4/16/2013

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2013

Created 04-11-2013, 4:50p Page # 8

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

Application	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
<b>A</b>	145	FRESH Youth (Finding Regionally Sourced Food for High-Risk Youth)	11/01/13 - 10/31/14	\$45,000	\$15,000	\$0	\$0	\$60,000	-	R	MC	8
<b>B</b>	157	NEH Preservation Assistance for Smaller Institutions	05/01/14 - 08/01/14	\$6,000	\$0	\$0	\$0	\$6,000	-	R	S	29
<b>C</b>	137	State Criminal Alien Assistance Program - SCAAP 13	07/01/11 - 06/30/12	\$40,568,231	\$0	\$0	\$0	\$40,568,231	-	R	MC	52
<b>Contracts</b>												
<b>D</b>	145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/13 - 06/30/14	\$35,000	\$0	\$0	\$0	\$35,000	0.65	R	MC	80
<b>E</b>	158	Basic Transportation Needs Fund Bus Pass Program	09/01/12 - 08/31/13	\$5,790	\$0	\$0	\$0	\$5,790	-	R	MC	88
<b>Status Report</b>												
<b>F</b>	137	State Criminal Alien Assistance Program - SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	R	MC	103

**PBO Notes:** County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed
- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

**FY 2013 Grant Summary Report  
Grant Applications approved by Commissioners Court**

*The following is a list of grants for which application has been submitted since October 1, 2012, and the notification of award has not yet been received.*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	-	10/30/2012
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/6/2012
124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	\$441,998	\$0	\$0	\$0	\$441,998	-	11/27/2012
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	7/1/13- 6/30/14	\$34,306	\$0	\$0	\$0	\$34,306	-	12/4/2012
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	4/1/2013- 3/31/2014	\$100,000	\$0	\$0	\$0	\$100,000	-	1/8/2013
145	Juvenile Treatment Drug Court	9/30/2013- 9/29/2014	\$199,970	\$0	\$0	\$0	\$199,970	-	1/8/2013
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/13 - 08/31/14	\$61,334	\$6,814	\$0	\$0	\$68,148	-	1/22/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$50,495	\$324,753	\$0	\$0	\$375,248	6.80	1/22/2013
147	Emergency Management Performance Grant	10/01/12 - 09/30/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	2/5/2013
137	TCSO Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	2/5/2013
137	TxDOT Impaired Driving Mobilization	03/1/13 - 09/30/13	\$16,906	\$5,684	\$0	\$0	\$22,590	-	2/5/2013
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$233,124	\$0	\$0	\$0	\$233,124	2.00	2/19/2013
124	Veterans Commission Grant	07/01/13 - 06/30/14	\$49,470	\$0	\$0	\$0	\$49,470	-	2/19/2013
139	Travis County Adult Probation DWI Court	09/01/13 - 08/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	2/19/2013
145	The Eagle Soars: An Educational and Career Development Program	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	2/19/2013
145	Enhancing Services for Victims of Crime	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.00	2/19/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Drug Court & In-Home Family Services	09/01/13 - 08/31/14	\$181,000	\$20,111	\$0	\$0	\$201,111	0.23	2/19/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$155,838	\$0	\$0	\$0	\$155,838	2.00	2/19/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$143,438	\$0	\$0	\$0	\$143,438	1.00	2/26/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,954	\$34,053	\$0	\$17,088	\$136,095	1.77	2/26/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	\$0	\$0	\$0	\$193,808	0.50	2/26/2013
158	Parenting in Recovery II*	09/30/12 - 09/29/13	\$625,747	\$0	\$268,195	\$0	\$893,942	1.00	2/26/2013
145	IMPACT: Investing in Minds to Prepare for A Career in Technology	10/1/13 - 09/30/14	\$416,327	\$0	\$0	\$0	\$416,327	1.00	3/5/2013
137	K9s4COPs	04/01/13 - 09/30/13	\$12,000	\$0	\$0	\$0	\$12,000	-	3/26/2013
145	Leadership Academy	10/01/13 - 09/30/14	\$143,665	\$47,888	\$0	\$0	\$191,553	1.75	3/26/2013
			\$3,814,698	\$526,246	\$344,785	\$73,588	\$4,759,317	27.05	

\*Amended from original agreement.

**FY 2013 Grant Summary Report  
Grants Approved by Commissioners Court**

*The following is a list of grants that have been received by Travis County since October 1, 2012*

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12- 3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012- 8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012
119	Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	\$0	\$0	\$0	\$132,585	1.00	10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	11/6/2012
158	Targeted Low Income Weatherization Program (TLIWP)	10/01/12 - 12/31/12	\$42,061	\$0	\$0	\$0	\$42,061	-	11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012



Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program- SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12- 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12- 6/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	\$36,488	\$81,190	\$0	\$0	\$117,678	-	12/11/2012
137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	\$86,000	\$0	\$0	\$0	\$86,000	-	12/18/2012
158	2012 Phase 30 Emergency Food and Shelter Program	04/01/12 - 03/31/13	\$25,000	\$0	\$0	\$0	\$25,000	-	12/18/2012
140	Safe Havens: Supervised Visitation and Safe Exchange program*	10/1/10- 9/30/13	\$400,000	\$0	\$0	\$0	\$400,000	-	12/28/2012
145	Juvenile Front End Therapeutic Services Program*	09/01/11- 08/31/12	\$17,617	\$0	\$0	\$0	\$17,617	-	1/22/2013
145	Residential Substance Abuse Treatment Program*	10/01/11 - 09/30/12	\$132,063	\$47,512	\$0	\$0	\$179,575	1.00	1/22/2013
145	Eagle Resource Project*	09/01/11- 08/31/12	\$34,628	\$0	\$0	\$0	\$34,628	-	1/22/2013
137	Sheriff's Office Command & Support Vessel*	09/01/12 - 06/30/13	\$250,000	\$0	\$0	\$0	\$250,000	-	1/29/2013
137	2010 UASI-Tactical Response Vehicle*	08/01/2010 - 07/31/12	\$475,000	\$0	\$0	\$0	\$475,000	-	2/12/2013
147	2010 HSGP _ Travis County Haz. Mat. Detection and Decontamination Equipment and Related Maintenance*	08/01/2010 - 07/31/12	\$39,938	\$0	\$0	\$0	\$39,938	-	2/12/2013
155	Justice Reinvestment Initiative	03/01/13 - 02/28/15	\$300,000	\$0	\$0	\$0	\$300,000	-	2/19/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
147	2010 UASI Chemical Biological Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator*	08/01/10 - 12/31/12	\$250,000	\$0	\$0	\$0	\$250,000	1.00	2/26/2013
155	Justice Reinvestment Initiative (Arnold Foundation)	03/01/13 - 02/28/15	\$69,012	\$0	\$0	\$0	\$69,012	-	2/26/2013
159	Capital Area Trauma Regional Advisory Council	05/01/12 - 08/31/13	\$10,101	\$0	\$0	\$0	\$10,101	-	2/26/2013
			\$14,971,031	\$400,027	\$214,286	\$0	\$15,585,344	23.08	

\*Amended from original agreement.

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	Yes
119	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	N/A	Yes
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	N/A	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	N/A	Yes
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	N/A	Yes
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	N/A	Yes
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	N/A	Yes
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	N/A	No
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	N/A	No
158	Comprehensive Energy Assistance Program	1/1/2013-12/31/2013	\$29,196	\$200,000	\$229,196	4.00	3/31/2013	1/8/2013	N/A	No
158	Low Income Home Emergency Program	04/01/13 - 03/31/14	\$0	\$100,000	\$100,000	-	6/30/2013	4/2/2013	N/A	No
158	Comprehensive Energy Assistance Program**	1/1/2013-12/31/2013	\$29,196	\$300,000	\$329,196	4.00	6/30/2013	4/2/2013	N/A	No
Totals			\$334,807	\$600,000	\$934,807	16.00				

7



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
<b>Department/Division:</b>	Juvenile Probation/Food Services	
<b>Contact Person/Title:</b>	Maya Duff/Grant Coordinator	
<b>Phone Number:</b>	512-854-7046	

<b>Grant Title:</b>	FRESH Youth (Finding Regionally Sourced Food for High-risk Youth)		
<b>Grant Period:</b>	From: <input type="text" value="Nov 1, 2013"/>	To: <input type="text" value="Oct 31, 2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	United States Department of Agriculture		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 14,700	\$ 8,000	\$ 0	\$ 0	\$ 22,700
Operating:	\$ 29,400	\$ 7,000	\$ 0	\$ 0	\$ 36,400
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 900	\$ 0	\$ 0	\$ 0	\$ 900
<b>Totals:</b>	<b>\$ 45,000</b>	<b>\$ 15,000</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 60,000</b>
<b>FTEs:</b>	<b>0.50</b>	<b>0.15</b>	<b>0.00</b>	<b>0.00</b>	<b>0.65</b>

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+   -	Applicable Departmental Measures				
1.	Number of students participating in Free/Reduced Priced meals	1,156	1,050	1,061	1,072
2.	Total school enrollment	1,156	1,050	1,061	1,072
3.	% of students receiving Free/Reduced Priced meals	100	100	100	100
+   -	Measures for the Grant				
1.	Number of members of the Farm to School Team	n/a	n/a	n/a	8
Outcome Impact Description		Travis County Juvenile Probation Department will engage a comprehensive group of stakeholders who will provide the input needed for producing a viable Farm to School Implementation Plan.			
2.	Number of community partners identified	n/a	n/a	n/a	10
Outcome Impact Description		Travis County Juvenile Probation Department will engage external stakeholders who will bring expertise to the planning process outside the scope of the department's current practice.			
3.	Number of Farm to School Planning Meetings Held	n/a	n/a	n/a	4
Outcome Impact Description		Planning meetings will give a variety of stakeholders opportunities to provide input into the development of the Farm to School Implementation Plan.			
4.	Number of Farm to School Implementation Plans produced.	n/a	n/a	n/a	1
Outcome Impact Description		Travis County Juvenile Probation Department will have completed the research and community engagement necessary to move towards implementation of a Farm to School Project.			

**PBO Recommendation:**

The Juvenile Probation Department is requesting approval to submit a new grant application to the United State Department of Agriculture (USDA) for the FRESH Youth Program. The program would be a planning grant that would lay a foundation for a Farm to School program within the Department, which would serve as a nutrition education component for youth, families, and direct care staff.

The funds would pay for a part time intern, supplies, and a consultant to provide a gap analysis.

The Department is funding a 25% match in the form of a portion of the salary of the Food Services Division Manager and food from a local vendor.

Indirect costs in the amount of \$900 are required for this grant.

No additional County resources are required at this time. Upon termination of grant funding, the Department intends to seek outside sources of funding.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The goal of this program is to put together a plan to implement a Farm to School program at TCJPD. This funding is for a planning grant, during which TCJPD will engage with the community in order to put together a multi-faceted plan for a Farm to School program. Through this grant TCJPD will hire a consultant that will conduct a gap analysis. The grant fits into current activities of the department because the Food Services Division has recently made a conscious effort to offer more fresh produce and increase the procurement of local foods. This is a new program.

This funding will support the cost of the consultant, one 0.5 FTE intern, supplies to carry out the program, and foods for samplings of regional offerings.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

There are no long-term County funding requirements of this grant.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

A 25% match is required. TCJPD is requesting to fund the match through a portion (15%) of an existing employee's salary as well as a match from a local food source.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

2% indirect costs are requested from this grant.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Upon termination of grant funding, TCJPD will seek local, state, and federal funds to continue the activities from the program and proceed with the implementation of a Farm to School program. If funded, TCJPD will apply next year for the USDA Farm to School implementation grant. It will also seek other sources of funding.

6. If this is a new program, please provide information why the County should expand into this area.

Procuring foods from local sources is a sustainable, healthy way to provide meals to our youth. In the past year, TCJPD has significantly increased the amount of fresh produce that it offers to residents. By involving more local vendors, TCJPD believes this area could be enhanced. This grant will also allow TCJPD to plan for nutrition education for youth, direct care staff, and families to ensure that youth are able to make smart choices in their eating habits.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will affect TCJPD's current operations by enhancing the Food Services program. It will create and strengthen relationships with community partners, vendors, and advisers.



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7097

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO  
Budget Analyst

FROM: Estela P. Medina  
Estela P. Medina  
Chief Juvenile Probation Officer

THROUGH: Maya Duff  
Maya Duff  
Grant Coordinator

SUBJECT: Grant Application to United States Department of Agriculture for FRESH Youth (Finding Regionally Sourced Food for High-risk Youth)

DATE: April 1, 2013

Travis County Juvenile Probation Department is applying for funding from the United States Department of Agriculture to support FRESH Youth (Finding Regionally Sourced Food for High-risk Youth). Through this planning grant, TCJPD requests \$45,000. A required match of \$15,000 is included through a portion of an existing employee's salary and an in-kind match from a local food source vendor.

The goal of FRESH Youth is to create a plan to implement a Farm to School program at TCJPD. During this planning year, TCJPD will create and strengthen relationships with community partners, vendors, and advisers in order to put together a multi-faceted plan for implementation. Through this grant, TCJPD will hire a consultant to conduct a gap analysis as well as in intern to engage with the community.

Please review this item and place it on the **April 16<sup>th</sup>** Commissioner's Court Agenda for their consideration and signature.

If you have any questions, please contact Maya Duff at 512-854-7046.

CC: Jim Connolly  
Rhett Perry  
Britt Canary  
Declan O'Reilly  
Sylvia Mendoza  
Lisa Eichelberger  
Grant File



## Grant Application Package

<b>Opportunity Title:</b>	FY14 Farm to School Grant Program
<b>Offering Agency:</b>	Food and Nutrition Service
<b>CFDA Number:</b>	10.575
<b>CFDA Description:</b>	Farm to School Grant Program
<b>Opportunity Number:</b>	USDA-FNS-F2S-2014
<b>Competition ID:</b>	
<b>Opportunity Open Date:</b>	02/06/2013
<b>Opportunity Close Date:</b>	04/24/2013
<b>Agency Contact:</b>	Leslie Byrd Grants Officer E-mail: leslie.byrd@fns.usda.gov Phone: 703-305-2867

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

\* Application Filing Name: FRESH Youth

### Mandatory Documents

--

Move Form to Complete

Move Form to Delete

### Mandatory Documents for Submission

SF424 Mandatory Form
Disclosure of Lobbying Activities (SF-LLL)
Budget Information for Non-Construction Program
Assurances for Non-Construction Programs (SF-42)

### Optional Documents

--

Move Form to Submission List

Move Form to Delete

### Optional Documents for Submission

--

## Instructions

- Enter a name for the application in the Application Filing Name field.

  - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
  - You can save your application at any time by clicking the "Save" button at the top of your screen.
  - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

  - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
  - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
  - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
  - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- Click the "Save & Submit" button to submit your application to Grants.gov.

  - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
  - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
  - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
  - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.



**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY**

Version 01.1

<p><b>* 1.a. Type of Submission:</b></p> <input checked="" type="checkbox"/> Application <input type="checkbox"/> Plan <input type="checkbox"/> Funding Request <input type="checkbox"/> Other <p>* Other (specify)</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<p><b>* 1.b. Frequency:</b></p> <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Other <p>* Other (specify)</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<p><b>* 1.d. Version:</b></p> <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Resubmission <input type="checkbox"/> Revision <input type="checkbox"/> Update <p><b>* 2. Date Received:</b> Completed by Grants.gov upon submission.</p> <p><b>3. Applicant Identifier:</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div></p> <p><b>4a. Federal Entity Identifier:</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div></p> <p><b>4b. Federal Award Identifier:</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div></p>	<p><b>STATE USE ONLY:</b></p> <p><b>5. Date Received by State:</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div></p> <p><b>6. State Application Identifier:</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div></p>
<p><b>1.c. Consolidated Application/Plan/Funding Request?</b></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <span style="border: 1px solid black; padding: 2px;">Explanation</span></p>			

**7. APPLICANT INFORMATION:**

<p><b>* a. Legal Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Travis County</div>																			
<p><b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b></p> <div style="border: 1px solid black; padding: 2px;">746000192</div>	<p><b>* c. Organizational DUNS:</b></p> <div style="border: 1px solid black; padding: 2px;">0309088420000</div>																		
<p><b>d. Address:</b></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; border: 1px solid black; padding: 2px;"> <p><b>* Street1:</b></p> <div style="border: 1px solid black; padding: 2px;">2515 South Congress Avenue</div> </td> <td style="width:50%; border: 1px solid black; padding: 2px;"> <p><b>Street2:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"> <p><b>* City:</b></p> <div style="border: 1px solid black; padding: 2px;">Austin</div> </td> <td style="border: 1px solid black; padding: 2px;"> <p><b>County:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"> <p><b>* State:</b></p> <div style="border: 1px solid black; padding: 2px; text-align: center;">TX: Texas</div> </td> <td style="border: 1px solid black; padding: 2px;"> <p><b>Province:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"> <p><b>* Country:</b></p> <div style="border: 1px solid black; padding: 2px; text-align: center;">USA: UNITED STATES</div> </td> <td style="border: 1px solid black; padding: 2px;"> <p><b>* Zip / Postal Code:</b></p> <div style="border: 1px solid black; padding: 2px;">78704</div> </td> </tr> </table>		<p><b>* Street1:</b></p> <div style="border: 1px solid black; padding: 2px;">2515 South Congress Avenue</div>	<p><b>Street2:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<p><b>* City:</b></p> <div style="border: 1px solid black; padding: 2px;">Austin</div>	<p><b>County:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<p><b>* State:</b></p> <div style="border: 1px solid black; padding: 2px; text-align: center;">TX: Texas</div>	<p><b>Province:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<p><b>* Country:</b></p> <div style="border: 1px solid black; padding: 2px; text-align: center;">USA: UNITED STATES</div>	<p><b>* Zip / Postal Code:</b></p> <div style="border: 1px solid black; padding: 2px;">78704</div>										
<p><b>* Street1:</b></p> <div style="border: 1px solid black; padding: 2px;">2515 South Congress Avenue</div>	<p><b>Street2:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																		
<p><b>* City:</b></p> <div style="border: 1px solid black; padding: 2px;">Austin</div>	<p><b>County:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																		
<p><b>* State:</b></p> <div style="border: 1px solid black; padding: 2px; text-align: center;">TX: Texas</div>	<p><b>Province:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																		
<p><b>* Country:</b></p> <div style="border: 1px solid black; padding: 2px; text-align: center;">USA: UNITED STATES</div>	<p><b>* Zip / Postal Code:</b></p> <div style="border: 1px solid black; padding: 2px;">78704</div>																		
<p><b>e. Organizational Unit:</b></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; border: 1px solid black; padding: 2px;"> <p><b>Department Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Juvenile Probation Department</div> </td> <td style="width:50%; border: 1px solid black; padding: 2px;"> <p><b>Division Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Food Services</div> </td> </tr> </table>		<p><b>Department Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Juvenile Probation Department</div>	<p><b>Division Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Food Services</div>																
<p><b>Department Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Juvenile Probation Department</div>	<p><b>Division Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Food Services</div>																		
<p><b>f. Name and contact information of person to be contacted on matters involving this submission:</b></p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%; border: 1px solid black; padding: 2px;"> <p><b>Prefix:</b></p> <div style="border: 1px solid black; padding: 2px;">Ms.</div> </td> <td style="width:30%; border: 1px solid black; padding: 2px;"> <p><b>* First Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Estela</div> </td> <td style="width:50%; border: 1px solid black; padding: 2px;"> <p><b>Middle Name:</b></p> <div style="border: 1px solid black; padding: 2px;">P.</div> </td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"> <p><b>* Last Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Medina</div> </td> <td colspan="2" style="border: 1px solid black; padding: 2px;"> <p><b>Suffix:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </td> </tr> <tr> <td colspan="3" style="border: 1px solid black; padding: 2px;"> <p><b>Title:</b> Chief Juvenile Probation Officer</p> </td> </tr> <tr> <td colspan="3" style="border: 1px solid black; padding: 2px;"> <p><b>Organizational Affiliation:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"> <p><b>* Telephone Number:</b> 512-854-7069</p> </td> <td colspan="2" style="border: 1px solid black; padding: 2px;"> <p><b>Fax Number:</b> 512-854-7101</p> </td> </tr> <tr> <td colspan="3" style="border: 1px solid black; padding: 2px;"> <p><b>* Email:</b> estela.medina@co.travis.tx.us</p> </td> </tr> </table>		<p><b>Prefix:</b></p> <div style="border: 1px solid black; padding: 2px;">Ms.</div>	<p><b>* First Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Estela</div>	<p><b>Middle Name:</b></p> <div style="border: 1px solid black; padding: 2px;">P.</div>	<p><b>* Last Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Medina</div>	<p><b>Suffix:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		<p><b>Title:</b> Chief Juvenile Probation Officer</p>			<p><b>Organizational Affiliation:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			<p><b>* Telephone Number:</b> 512-854-7069</p>	<p><b>Fax Number:</b> 512-854-7101</p>		<p><b>* Email:</b> estela.medina@co.travis.tx.us</p>		
<p><b>Prefix:</b></p> <div style="border: 1px solid black; padding: 2px;">Ms.</div>	<p><b>* First Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Estela</div>	<p><b>Middle Name:</b></p> <div style="border: 1px solid black; padding: 2px;">P.</div>																	
<p><b>* Last Name:</b></p> <div style="border: 1px solid black; padding: 2px;">Medina</div>	<p><b>Suffix:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																		
<p><b>Title:</b> Chief Juvenile Probation Officer</p>																			
<p><b>Organizational Affiliation:</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																			
<p><b>* Telephone Number:</b> 512-854-7069</p>	<p><b>Fax Number:</b> 512-854-7101</p>																		
<p><b>* Email:</b> estela.medina@co.travis.tx.us</p>																			

**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY**

Version 01.1

**\* 8a. TYPE OF APPLICANT:**

B: County Government

**\* Other (specify):**

**b. Additional Description:**

**\* 9. Name of Federal Agency:**

Food and Nutrition Service

**10. Catalog of Federal Domestic Assistance Number:**

10.575

**CFDA Title:**

Farm to School Grant Program

**11. Areas Affected by Funding:**

Travis County

**12. CONGRESSIONAL DISTRICTS OF:**

**\* a. Applicant:**

TX-021

**b. Program/Project:**

TX-021

Attach an additional list of Program/Project Congressional Districts if needed.

**13. FUNDING PERIOD:**

**a. Start Date:**

11/01/2013

**b. End Date:**

10/31/2014

**14. ESTIMATED FUNDING:**

**\* a. Federal (\$):**

45,000.00

**b. Match (\$):**

15,000.00

**\* 15. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?**

a. This submission was made available to the State under the Executive Order 12372 Process for review on:

b. Program is subject to E.O. 12372 but has not been selected by State for review.

c. Program is not covered by E.O. 12372.

<b>APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY</b>		Version 01.1
<p><b>* 16. Is The Applicant Delinquent On Any Federal Debt?</b></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <span style="border: 1px solid black; padding: 2px;">Explanation</span></p>		
<p><b>17. By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b></p> <p>** I Agree <input checked="" type="checkbox"/></p> <p>** This list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</p>		
<b>Authorized Representative:</b>		
<p>Prefix:</p> <input type="text" value="Mr."/>	<p>* First Name:</p> <input type="text" value="Samuel"/>	
<p>Middle Name:</p> <input type="text" value="T."/>		
<p>* Last Name:</p> <input type="text" value="Biscoe"/>		
<p>Suffix:</p> <input type="text"/>	<p>* Title:</p> <input type="text" value="County Judge"/>	
<p>Organizational Affiliation:</p> <input type="text"/>		
<p>* Telephone Number:</p> <input type="text" value="512-854-9555"/>		
<p>* Fax Number:</p> <input type="text" value="512-854-9535"/>		
<p>* Email:</p> <input type="text" value="sam.biscoe@co.travis.tx.us"/>		
<p>* Signature of Authorized Representative:</p> <input type="text"/>		
<p>* Date Signed:</p> <input type="text"/>		
<p>Attach supporting documents as specified in agency instructions.</p> <p> <input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/> </p>		

**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY**

\* Consolidate Application/Plan/Funding Request Explanation

[Empty box for application explanation]

**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY**

**\* Applicant Federal Debt Delinquent Explanation**

[Empty text area for explanation]

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB  
0348-0046

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

**4. Name and Address of Reporting Entity:**

Prime     SubAwardee

\* Name:

\* Street 1:     Street 2:

\* City:     State:     Zip:

Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

<b>6. * Federal Department/Agency:</b> <input type="text" value="United States Department of Agriculture"/>	<b>7. * Federal Program Name/Description:</b> <input type="text" value="Farm to School Grant Program"/>  CFDA Number, if applicable: <input type="text" value="10.575"/>
--	---

<b>8. Federal Action Number, if known:</b> <input type="text"/>	<b>9. Award Amount, if known:</b> \$ <input type="text"/>
--	--

**10. a. Name and Address of Lobbying Registrant:**

Prefix:     \* First Name:     Middle Name:

\* Last Name:     Suffix:

\* Street 1:     Street 2:

\* City:     State:     Zip:

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix:     \* First Name:     Middle Name:

\* Last Name:     Suffix:

\* Street 1:     Street 2:

\* City:     State:     Zip:

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature:

\* Name: Prefix:     \* First Name:     Middle Name:   
 \* Last Name:     Suffix:

Title:     Telephone No.:     Date:

18

**BUDGET INFORMATION - Non-Construction Programs**

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. FRESH Youth (Finding Regionally Sourced Food for High-risk Youth)		\$	\$	45,000.00	15,000.00	60,000.00
2.						
3.						
4.						
5. Totals		\$	\$	45,000.00	15,000.00	60,000.00

5

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>_____</p>	<p>* TITLE</p> <p>County Judge</p>
<p>* APPLICANT ORGANIZATION</p> <p>Travis County</p>	<p>* DATE SUBMITTED</p> <p>☐</p>

## **Program Narrative**

### **School District and Farm to School Background Information**

Currently, Travis County Juvenile Probation Department (TCJPD) is in the very early stages of discussing a Farm to School program. Food is purchased through a combination of USDA funds (National School Breakfast/Lunch Program) and local funds. Seasonal produce is purchased and local produce is used when possible. However, TCJPD's Food Services Division estimates that only 5% of foods are sourced locally.

As a Residential Child Care Institution, TCJPD's efforts only impact youth in the facility. Early successes with beginning efforts of establishing a Farm to School program include a significant increase in the amount of fresh produce offered. However, TCJPD has faced the challenge of youth not being willing to eat fresh fruits and vegetables. Additionally, parents and direct care staff have not always been educated about nutrition, which impacts the choices that they make when eating meals with youth. Seeing adults choosing to eat healthful foods at mealtimes would make healthy choices more appealing for youth as well. For this reason, a nutrition education component for youth, families, and direct care staff will be explored through FRESH Youth.

### **Need and Readiness**

In the past year, TCJPD Food Services has made a conscious effort to update feeding procedures to comply with USDA recommendations and regulations. This includes offering more fresh produce, adding locally sourced foods into menus, and ensuring that meals meet nutritional recommendations set by the USDA. Food Services staff members have been trained on how to prepare fresh produce, how to limit the amount of ingredients that go to waste, and how to incorporate as much scratch cooking as possible. TCJPD has successfully improved their procedures in order to offer more healthful meals and comply with USDA regulations, and is ready to enhance its process by creating a Farm to School Program.

Challenges to implementing a Farm to School program are working with vendors and developing relationships with partners in the community. Currently, TCJPD does not have the resources to invest much time into searching for vendors and partners with whom to develop a Farm to School program. The majority of TCJPD's challenges are on the front end of a Farm to School program; once TCJPD acquires food, all systems are in place to properly prepare them. A grant to assist TCJPD with the planning process will enable assistance in forming relationships with local vendors and community partners in order to implement a successful Farm to School program. If these relationships and partnerships are established, TCJPD anticipates a smooth transition to the process of incorporating local foods into menus.

One challenge that TCJPD is excited to meet through the FRESH Youth program is the lack of model Farm to School programs in similar facilities. Farm to School programs are currently not a common practice in Juvenile Justice Centers, and TCJPD is excited to forge a new path in this

area. Youth at TCJPD have a community garden in the facility, and the FRESH Youth program will explore the possibility of including community gardening activities in the Farm to School program implementation plan.

### **Objectives, Activities, and Timeline**

**Objective:** By February 2014, TCJPD will assemble a Farm to School Team comprised of both internal and external members.

#### **Activities:**

- Meet and follow up with current food vendors to assess their willingness to participate in a Farm to School Team. (Who: Food Services Manager, By: February 2014)
- Network within TCJPD to identify employees who would be interested in participating in a Farm to School Team. (Who: Food Services Manager, By: February 2014)
- Educate potential Farm to School Team members on the Farm to School program and what would be expected of Team members. (Who: Food Services Manager, By: February 2014)

**Objective:** By February 2014, TCJPD will identify a consultant who will conduct a gap analysis of the facility's ability to implement a Farm to School program.

#### **Activities:**

- Obtain recommendations for a Farm to School Consultant (Who: Food Services Manager, By: February 2014)
- Work with TCJPD Human Resources to ensure that proper procedures are followed to hire the consultant (Who: Food Services Manager, Executive Team, By: February 2014)

**Objective:** By February 2014, TCJPD will identify an intern who will collect research information on local growers and vendors to prepare for engagement with community partners.

#### **Activities:**

- Create job posting for internship (Who: Food Services Manager, By: November 30, 2014)
- Post intern position on Travis County website (Who: Food Services Manager, Human Resources, Executive Team, By: December 2014)
- Interview potential candidates and identify a candidate with whom to proceed (Who: Food Services Manager, Executive Team, By: February 2014)

**Objective:** By August 2014, the intern and consultant hired by TCJPD will identify community partners that will work with TCJPD to implement a Farm to School program. The intern and consultant will work with Travis County's Purchasing Division when necessary to ensure compliance with local policies.

## Activities:

- Create list of potential partners and vendors in the following areas of interest: food sourcing, nutrition education, cooking demonstrations, composting, gardening, food tastings, parent education (Who: Intern, By: April 2014)
- Hold meetings with current and prospective food vendors (Who: Intern, Consultant, Purchasing By: June 2014)
- Identify community partners that will serve as vendors, service providers, or advisers to TCJPD (Who: Intern, Consultant, Farm to School Team, Purchasing By: August 2014)

Objective: By October 2014, TCJPD will create a plan for implementing a Farm to School program

- Conduct gap analysis in TCJPD's current food procurement practices to determine ways in which local procurement can be increased (Who: Consultant, By: August 2014)
- Identify steps needed to raise local procurement from 5% to 20% (Who: Consultant, Farm to School Team, By: September 2014)
- Hold meeting involving all stakeholders to determine a plan for the implementation of Farm to School programming (Who: Consultant, Farm to School Team, By: September 2014)
- Translate educational materials into Spanish so that they are ready for bilingual implementation (Who: Farm to School Team, By: October 2014)

## Evaluation

FRESH Youth progress will be evaluated both quantitatively and qualitatively. TCJPD's Research Unit will perform quantitative evaluation of the project. The Research Unit consists of three evaluators who have considerable experience with databases of varying sizes, have received training on all data management systems, and participate in the development of programs to ensure familiarity with the programs' goals, objectives, and processes. These staff will be responsible for aggregating data for this project and will utilize statistical applications for generating descriptive measures, in-depth analysis, and forecasting. Data management systems are currently in place to capture operational data on TCJPD, and this data is routinely used to perform multi-faceted evaluations and analyses, such as an annual evaluation of all TCJPD programs, reports on trends within TCJPD, and statistical reports generated in response to specific inquiries. The Research staff has experience establishing data collection protocols to capture information specific to the needs of projects with reporting requirements outside the scope of what the Department collects to meet its current reporting and program monitoring requirements. Research staff will monitor performance measures and complete additional analyses using data collected by the Department as required by the project to ensure quality performance. In addition, qualitative evaluation will take place through reports on group processes and movement toward agreed upon goals and objectives submitted by the external consultant.

### **Project Management and Quality Assurance**

Until an Intern is hired and a Consultant is selected, the Food Services Manager, Declan O'Reilly, will manage this program. Ms. O'Reilly will work with the Grant Coordinator and Finance Division to ensure that project activities are completed on time and within budget. Grant planning meetings between the Grants, Research, Finance, and Program Staff teams will be held regularly from the time the grant is awarded to ensure that the program is proceeding accordingly.

Ms. O'Reilly will be in charge of assembling the Farm to School Team, which will meet in both large and small groups to ensure that grant activities are being conducted appropriately. Once the Intern and Consultant are hired, they will be in charge of coordinating efforts with both internal and external partners, working with Travis County's Purchasing Division as necessary. The intern and consultant will report to the Food Services Manager.

TCJPD has significant experience with managing grant funded projects. TCJPD continuously seeks and receives local, state, and federal funding to enhance the services that it provides to youth. Grant, Research, Finance, and Program Staff teams consistently work together to ensure that program goals are met, program funds are spent appropriately, and all timelines are met. If awarded, TCJPD has the personnel, resources, and experience to implement this grant.

### **Staffing**

Declan O'Reilly, Food Services Manager, will oversee this program. The Consultant and Intern hired through this grant will report to Ms. O'Reilly. Maya Duff, Grant Coordinator, will oversee technical aspects of this grant to ensure that reporting is conducted in a timely manner and all other deadlines, both internal and external, are met.

The consultant will be responsible for conducting a gap analysis of TCJPD's current feeding procedures to determine where enhancements could be made during the implementation of a Farm to School program. Additionally, the consultant may help the intern to research external partners when appropriate.

An intern hired for this grant will be responsible for researching potential partners, advisers, and vendors. This position will create a list of potential partners, and work with Travis County's Purchasing Division to determine meetings with potential partners and make recommendations to TCJPD regarding the selection of partners.

### **Dispersed Benefit**

TCJPD's Food Services Manager is a member of the Texas Association for School Nutrition. She also attends events of two regional Educational Service Centers (ESC), Region 13 and Region 30; her attendance at ESC events ensures that her network of Food Service planners in the educational field is constantly growing. TCJPD is not aware of other Juvenile Justice Facilities that have implemented a Farm to School program; implementing a successful Farm to School program could make TCJPD a pioneer and leader in this area. TCJPD participates in

conferences with Juvenile Justice Facilities around the state of Texas and could share experiences, successes, and challenges with other facilities to help them determine if a Farm to School program would benefit them. If funded, TCJPD could conduct presentations of its Farm to School experiences at Juvenile Justice Association of Texas (JJAT) conferences.

### **Sustainability**

For TCJPD, a large part of the planning process will be shifting to local providers and training staff. Both of these activities are sustainable; proper planning will enable TCJPD to implement local procurement and staff that are trained will continue to use the skills learned through the planning stage of this grant. Creating a solid foundation through the planning process will set the stage for TCJPD to put into practice the skills and knowledge gained during the grant year.

Also proposed during the planning process is the compilation of resources and activities to present youth and their families with information that can be implemented in their homes. This education component will continue past the planning phase of this grant. TCJPD will also continue to use free resources, such as the We Can curriculum from the United States Department of Health and Human Services.

## **Budget Narrative**

### **A. Personnel**

\$12,000 Student intern- This intern will be responsible for researching potential partners, advisers, and vendors. This position will create a list of potential partners, and work with Travis County's Purchasing Division to determine meetings with potential partners and make recommendations to TCJPD regarding the selection of partners. The student will be part-time for a maximum of 900 hours at a rate of \$13.33/hr.

### **B. Fringe Benefits**

\$2,700 is included for fringe benefits for the student intern.

### **C. Travel**

\$5,500 Mileage – Mileage to cover the travel to & from meetings with potential vendors, partners, and advisers for the purpose of this project.

### **E. Supplies**

\$4,500 Food – Food will be purchased to provide seasonal tastings and cooking demonstrations.

\$6,000 Supplies – Supplies will be required for educational and demonstrative tools. This may include educational pamphlets, posters, visual aids, laminates, seasonal tasting serving containers, disposable plate ware for food demonstrations, garden supplies, and compost chemical aids.

\$1,700 Computer equipment - Netbook latitude 2120 Mobile with software and hardware. This portable computer provides mobility and accessibility to our network. The computer will be used by the intern to compile all data generated in meeting with nutritionists, dietitians, local farmers, and local chefs and for the preparation of educational material and training.

\$100 Special Software - Prompt Standard 9.5, Spanish Translation Software required to convert all educational materials in to Spanish.

### **F. Contractual**

\$11,600 Consultant – This consultant will provide our facility with a gap analysis and qualitative analysis. The consultant will determine TCJPD's needs and capabilities in the areas that the Farm to School Team selects.

### **J. Indirect Charges**

\$900 Indirect cost Rate- 2% IDR mandated by the county.

### **25% Match**

**\$15,000 Match requirement –15% of the salary for Declan O’Reilly, Food Services Division Manager, will be used as the matching requirement. Ms. O’Reilly will oversee the project and will be responsible for all aspects of the management of the project. The remaining \$7,000 of the match requirement will come from foods purchased for the grant through a local food source vendor, such as Cawoods.**





## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
<b>Department/Division:</b>	RMCR/Administration	
<b>Contact Person/Title:</b>	Shawn Malone, Records Services Manager	
<b>Phone Number:</b>	(512) 854-7627	

<b>Grant Title:</b>	NEH Preservation Assistance for Smaller Institutions		
<b>Grant Period:</b>	From: <input type="text" value="Feb 3, 2014"/>	To: <input type="text" value="Aug 1, 2014"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	National Endowment for the Humanities		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 6,000	\$ 0	\$ 0	\$ 0	\$ 6,000
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 6,000</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 6,000</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JH	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Researchers/Patrons Served	96	100	100	100
2.	Archival Documents Preserved	857 cu. ft.	96.1 cu. ft.	280 cu.ft.	300 cu. ft.
3.					
+ - Measures for the Grant					
1.					
Outcome Impact Description					
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

This grant is similar to a proposal submitted in FY 2012. Records Management is requesting Commissioners Court approval of a \$6,000 grant to the National Endowment for the Humanities to assist in the development of an assessment of the Travis County Archives. It is hoped that such an assessment will be the first step in allowing the County to apply for other grants.

The grant does not require any matching funds and does not obligate the County to any long term commitment.

PBO recommends approval.

**1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?**

The Travis County Archives seeks \$3,500 in grant funding for an outside expert to assess its collections and facilities, and to make recommendations regarding environmental, physical and operational factors. A request for \$2,500 to purchase archival supplies is also included in this application.

**2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?**

Only to continue the Archives program generally.

**3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.**

No match required.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Because the total amount requested is less than \$50,000.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No, the program will not end upon termination of the grant funding. This grant will be spent on an assessment and supplies that support the existing Travis County Archives program, using RMCR department resources.

6. If this is a new program, please provide information why the County should expand into this area.

This is not a new program.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

The grant will support an overall assessment of collections housed in the Travis County Archives, to prepare recommendations and strategies for optimal usage of the space and the proper storage of the County's historical records. This assessment will offer guidance to improve processes pertaining to the accession, categorization, classification and preservation of these records. The assessment will also make future grant awards more likely. Grant funding will also purchase acid free document storage boxes, folders, interleaving paper and other supplies. The assessment and supplies will provide the Archives with additional resources to preserve more documents and serve more patrons.



## Grant Application Package

<b>Opportunity Title:</b>	Preservation Assistance Grants for Smaller Institutions
<b>Offering Agency:</b>	National Endowment for the Humanities
<b>CFDA Number:</b>	45.149
<b>CFDA Description:</b>	Promotion of the Humanities Division of Preservation an
<b>Opportunity Number:</b>	20130501-PG
<b>Competition ID:</b>	
<b>Opportunity Open Date:</b>	02/05/2013
<b>Opportunity Close Date:</b>	05/01/2013
<b>Agency Contact:</b>	Division of Preservation and Access Room 411 National Endowment for the Humanities 1100 Pennsylvania Avenue, NW Washington, DC 20506 202-606-8570

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

\* Application Filing Name:

### Mandatory Documents

Attachments

Move Form to Complete

Move Form to Delete

### Mandatory Documents for Submission

NEH Institutional Profile  
Application for Federal Domestic Assistance-Sho  
Supplementary Cover Sheet for NEH Grant Program.

### Optional Documents

Move Form to Submission List

Move Form to Delete

### Optional Documents for Submission

## Instructions

- 1** Enter a name for the application in the Application Filing Name field.

  - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
  - You can save your application at any time by clicking the "Save" button at the top of your screen.
  - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- 2** Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

  - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
  - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
  - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
  - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- 3** Click the "Save & Submit" button to submit your application to Grants.gov.

  - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
  - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
  - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
  - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

32

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational	
<b>* 1. NAME OF FEDERAL AGENCY:</b> National Endowment for the Humanities	
<b>2. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> 45.149	
<b>CFDA TITLE:</b> Promotion of the Humanities_Division of Preservation and Access	
<b>* 3. DATE RECEIVED:</b> Completed Upon Submission to Grants.gov	<b>SYSTEM USE ONLY</b>
<b>* 4. FUNDING OPPORTUNITY NUMBER:</b> 20130501-PG	
<b>* TITLE:</b> Preservation Assistance Grants for Smaller Institutions	
<b>5. APPLICANT INFORMATION</b>	
<b>* a. Legal Name:</b> Travis County	
<b>b. Address:</b>	
<b>* Street1:</b> 700 Lavaca Street	<b>Street2:</b>
<b>* City:</b> Austin	<b>County/Parish:</b> Travis
<b>* State:</b> TX: Texas	<b>Province:</b>
<b>* Country:</b> USA: UNITED STATES	<b>* Zip/Postal Code:</b> 78701-3101
<b>c. Web Address:</b> http:// www.co.travis.tx.us	
<b>* d. Type of Applicant: Select Applicant Type Code(s):</b> B: County Government Type of Applicant: Type of Applicant: * Other (specify):	<b>* e. Employer/Taxpayer Identification Number (EIN/TIN):</b> 746000192 <b>* f. Organizational DUNS:</b> 0309088420000 <b>* g. Congressional District of Applicant:</b> TX-21
<b>6. PROJECT INFORMATION</b>	
<b>* a. Project Title:</b> County Archives Preservation Assessment and Supplies	
<b>* b. Project Description:</b> The hiring of a consultant to complete a preservation assessment of collections housed in the Travis County Archives and of the physical space itself, and the purchase of archival preservation and storage supplies. The Archives is seeking \$6,000 for the funding of this project. The records maintained by the Archives, dating from the establishment of Travis County from 1840 to the present, document the political, economic, cultural and social history of the county and provide unique insight into the history and development of the government, the community, and the lives of citizens.	
<b>c. Proposed Project:</b>	<b>* Start Date:</b> 02/03/2014
	<b>* End Date:</b> 08/01/2014

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational	
<b>7. PROJECT DIRECTOR</b>	
Prefix: <input type="text"/>	* First Name: Christy <input type="text"/>
Middle Name: <input type="text"/>	
* Last Name: Moilanen <input type="text"/>	Suffix: <input type="text"/>
* Title: Archivist <input type="text"/>	* Email: christy.moilanen@co.travis.tx.us <input type="text"/>
* Telephone Number: (512) 854-4675 <input type="text"/>	Fax Number: <input type="text"/>
* Street1: 5501 Airport Blvd. <input type="text"/>	Street2: <input type="text"/>
* City: Austin <input type="text"/>	County/Parish: Travis <input type="text"/>
* State: TX: Texas <input type="text"/>	Province: <input type="text"/>
* Country: USA: UNITED STATES <input type="text"/>	* Zip/Postal Code: 78751-1410 <input type="text"/>
<b>8. PRIMARY CONTACT/GRANTS ADMINISTRATOR</b>	
<input type="checkbox"/> Same as Project Director (skip to item 9):	
Prefix: <input type="text"/>	* First Name: Shawn <input type="text"/>
Middle Name: <input type="text"/>	
* Last Name: Malone <input type="text"/>	Suffix: <input type="text"/>
* Title: Records Services Manager <input type="text"/>	* Email: shawn.malone@co.travis.tx.us <input type="text"/>
* Telephone Number: (512) 854-7627 <input type="text"/>	Fax Number: <input type="text"/>
* Street1: 700 Lavaca Street <input type="text"/>	Street2: <input type="text"/>
* City: Austin <input type="text"/>	County/Parish: Travis <input type="text"/>
* State: TX: Texas <input type="text"/>	Province: <input type="text"/>
* Country: USA: UNITED STATES <input type="text"/>	* Zip/Postal Code: 78701-3101 <input type="text"/>

**APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organizational**

9. \* By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties (U.S. Code, Title 218, Section 1001)

\*\* I Agree

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**AUTHORIZED REPRESENTATIVE**

Prefix: Mr.	* First Name: Samuel	Middle Name: T.
* Last Name: Biscoe	Suffix:	
* Title: County Judge	* Email: sam.biscoe@co.travis.tx.us	
* Telephone Number: (512) 854-9555	Fax Number: (512) 854-9535	
* Signature of Authorized Representative: Completed by Grants.gov upon submission.	* Date Signed: Completed by Grants.gov upon submission.	

## NEH Institutional Profile

---

The National Endowment for the Humanities collects basic descriptive information about all applicants and their projects. The information below will help the agency comply with the Government Performance and Results Act (GPRA) and will be used to develop statistical profiles of the projects that it funds to report to Congress and the public.

The institutional profile you provide references the grant applicant. If you are a parent organization, your responses should relate to your organization, not the group on whose behalf you are applying. If you are part of a larger organization, provide information for your institutional unit.

---

**1. Operating Budget:** Indicate the size of the operating budget in the most recently completed fiscal year.

- below \$250,000     \$250,000 - \$749,999     \$750,000 - \$2,000,000     above \$2,000,000

**2. Full-Time Staff:** Indicate the number of full-time paid staff members.

- 2 or less     3 - 10     11 - 20     above 20

**3. Part-Time Staff:** Indicate the number of part-time paid staff members.

- 2 or less     3 - 10     11 - 20     above 20

**4. Volunteers:** Indicate the number of volunteers.

- 2 or less     3 - 10     11 - 20     above 20

**5. Days Open per Year**

- Less than 119     120 or more

**6. Previous Applications:** Indicate whether you have applied for NEH grants in the past. (Check all that apply)

- This application is the first submitted by the organization to NEH.  
 This application is the first submitted by the organization to this NEH program.



## Supplementary Cover Sheet for NEH Grant Programs

<b>1. Project Director</b>	Major Field of Study	Other: Archival Management and Conservation
<b>2. Institution Information</b>	Type	1341: Archives
<b>3. Project Funding</b>		<i>Challenge Grants Applicants Only (\$)</i>
<i>Programs other than Challenge Grants (\$)</i>		Fiscal Year #1
Outright Funds	6,000.00	Fiscal Year #2
Federal Match		Fiscal Year #3
Total from NEH	6,000.00	Fiscal Year #4
Cost Sharing		Total from NEH
Total Project Costs	6,000.00	Non-Federal Match
		Total
		Matching Ratio _____ to 1

### 4. Application Information

Will this proposal be submitted to another NEH division, government agency, or private entity for funding?

- Yes  
 No

If yes, please explain where and when:

Type of Application  New

Supplement If supplement, list current grant number(s).

Project Field Code

History: Other

**Travis County Archives  
NEH Preservation Assistance Grant Application**

**Project Abstract**

The hiring of a consultant to complete a preservation assessment of collections housed in the Travis County Archives and of the physical space itself, and the purchase of archival preservation and storage supplies. The Archives is seeking \$6,000 for the funding of this project. The records preserved by the Archives, dating from the establishment of Travis County in 1840 to the present, document the political, economic, cultural, and social history of the county and provide unique insight into the history and development of the government, community, and the lives of citizens.

**Travis County Archives  
NEH Preservation Assistance Grant Application**

**Project Narrative**

**A. What activity (or activities) would the grant support?**

The Travis County Archives, located in Austin, Texas, is seeking a Preservation Assistance Grant from the NEH in the amount of \$6,000. The grant will support an overall assessment of collections housed in the Travis County Archives and of the physical space itself, and provide for the purchase of archival preservation and storage supplies.

The Travis County Archives collects and preserves county records with enduring and historical value and makes them available for reference and use. A preservation assessment of the Archives will be conducted by Rebecca Elder of Amigos Library Services at a cost of \$3,500. It will evaluate the storage of the county's humanities collections as well as the environmental and physical conditions of the space in which the collections are housed. The assessment will be used to prepare recommendations and strategies for optimal usage of the available space and for the proper storage of the county's historical records.

An amount of \$2,500 will be used for the purchase of supplies in support of archival records storage and preservation based on the recommendations of the assessment. Specific needs include acid free document storage boxes, folders, and interleaving paper.

**B. What are the content and size of the humanities collections that are the focus of the project?**

This project will address the needs of the Archives' entire collection. Travis County was formally established in 1840, and the records produced by the government date back to this time. Currently the Archives has over 1,000 cubic feet of records available for research. Collections include bound volumes, loose papers, original silver microfilm, digital and print photographs, oral history recordings, audio and video materials, artwork, artifacts, maps, blueprints, and vertical files. Records originate from many county departments and offices, including the following:

- County Auditor, 1942-1977 - revenue journals, payroll registers, employee earning records, claim and warrant registers, and appropriations journals
- County Clerk, 1839-1963 - bids, claims and bonds, County Court civil and criminal case papers, contracts, property records, tax records, Board of Equalization records, official bonds and oaths of office, deputation records, election records, marriage records, school and teaching records, livestock records, and personnel records
- County Commissioners, 1888-1985 - reports, road overseer records, and administrative and subject files
- County Judge, 1890-1980 - convict labor records and administrative and subject files
- County Surveyor, 1838-1999 - surveyors books, indexes, and field notes
- County Treasurer, 1865-1903 - jury registers and scrips

- County Superintendent of Public Instruction, 1962-1978 - scrapbooks of clippings, photographs, correspondence, and certificates
- District Clerk, 1840-1977 - early District Court criminal case papers, bar dockets, grand jury books, and Gas Utilities Docket 500
- Historical Commission, 1986-2011 - records of proceedings, administrative records, financial records, historical marker files, printed materials, and publications
- Justices of the Peace Precincts 1-8, 1854-1980 - civil, criminal and inquest dockets and case papers, birth and death records, and reports
- Sheriff, 1841-2010 - law enforcement records and publications
- Tax Assessor-Collector, 1881-1974 - property appraisal and property tax collection records including abstracts, delinquent taxes, redemption records, tax receipts, tax rolls, and reports
- Transportation and Natural Resources, 1890-1980 - aerial photographs and negatives, maps, and blueprints

The Archives also include records from the County Health Department (1932-1956), County Attorney (1974-1985), District Attorney (1980-1985), Facilities Management (1929-2000), General Services (1981-1991), Purchasing Office (2001-2010), and Records Management and Communication Resources (1984-2005).

Approximately 7,500 cubic feet of records with historical value are currently located in offsite storage. These records include those of the Constables, Transportation and Natural Resources, and additional records of the Auditor, Facilities Management Department, Justices of the Peace, Tax Assessor-Collector and Sheriff. As shelving is added to the Archives records storage facility, these records will be transitioned from offsite storage into the Archives so that they can be preserved and made available for research. This number does not include the offsite records of the District Clerk and County Clerk, although both departments have expressed interest in transferring additional records to the Archives.

### **C. How are these humanities collections used?**

As the seat of local and state government, Travis County has a vibrant history that is well documented in the records produced and maintained by its government. The records preserved by the Travis County Archives are important not only to government officials, agencies and employees, but also business people, researchers, genealogists, and members of the general public with an interest in history. Due to the significance of Austin and Travis County in the history and development of the State of Texas, records have importance not only to local citizens, but also to individuals statewide and those nationwide with roots in the State of Texas.

The records of Travis County establish the authority of the government, facilitate and record its activities, hold accountable its actions, and enable recovery after a disaster. They help maintain law and order, and protect the identity and rights of individuals by documenting their births, deaths, marriages, properties and businesses. Some records have legal value and are necessary for litigation, and others provide information about taxation and the management of public funds. Finally, the records of Travis County document the political, economic, cultural, and social

history of the county and provide unique insight into the history and development of the government, community, and the lives of Central Texas citizens.

A wide variety of researchers are assisted by the Travis County Archives. Genealogists request access to naturalization, birth, death, inquest and property records in researching their familial histories. County agencies and departments request information about county owned lands and structures, including the historic Heman Marion Sweatt Travis County Courthouse, county funded programs, departmental histories, and executive decision making. Court records are accessed by individuals researching specific civil and criminal cases, and by researchers who are looking to develop insight into crime patterns throughout various time periods. Reporters contact the Archives to verify statistics on incumbents and for information regarding prior elections. Researchers request information about former elected officials and the offices in which they served, to verify employment, for property and land ownership and taxation records, and about Travis County schools.

Collections are used in the creation of displays and exhibits in various county buildings and at public events, including the annual Travis County History Day. Materials are also used in educational brochures produced by the Travis County Historical Commission and made available to the public throughout various locations in Austin.

**D. What is the nature and mission of your institution?**

In January of 2009, Travis County formally established its first county archives program. As a subdivision of Travis County's Records Management and Communication Resources department, the Archives was established to collect, preserve and make available county records of enduring and historical value. The Archives supports all county departments and elected officials by offering services to care for records of all types and formats.

The mission of the Travis County Archives is to serve the government and the community of Travis County by documenting, preserving, and making available its records and history. Records maintained in the Archives are those that have been determined to be permanent by the Texas State Library and Archives records retention schedules or appraised to have administrative, legal, fiscal, evidential, informational, or historical value. Records with historical value are considered to be those that contain useful or significant informational content that reflect, exemplify or provide insight into the history and development of Travis County and its government. The Archives also collects records that relate to the Travis County government from private donors, including individuals who have served as either elected or appointed county officials or employees.

Services offered by Travis County Archives include:

- Appraisal of county records to identify materials with historical and enduring value;
- Collection of archival materials relating to the history and the function of the Travis County government;
- Arrangement and description of materials according to archival principles to facilitate access and use;

- Provision of appropriate conditions for the ongoing storage, protection, and preservation of archival materials;
- Making accessible archival materials to the county officials, employees, and the public;
- Provision of access and regular reference services to the government, individuals, organizations and other groups interested in the holdings of the archives; and,
- Provision of educational and outreach programming to increase public awareness and appreciation of Travis County history.

Although the Travis County government is a large organization and nearly 175 years old, the Archives program is new and relatively small. The annual budget for the Archives is just \$64,000. Additional funding is necessary to assist the Archives in providing its services to the many county departments and offices and to the public. Currently the Archives has one full-time staff member.

County government offices are open from 8:00 am ~ 5:00 pm, Monday through Friday. The Archives is open from these hours, although appointments are recommended for in-person visits.

**E. Has your institution ever had a preservation or conservation assessment or consultation?**

No, the Archives has not previously had a preservation or conservation assessment completed.

**F. What is the importance of this project to your institution?**

With the recent establishment of the Archives program, an assessment will help provide a solid foundation on which to develop the storage and preservation of archival collections. This project is vital to the care of humanities collections and in the ability of the Archives to provide its services both now and in the future.

In 2010, the Travis County Commissioners Court voted unanimously to allocate nearly 5,000 square feet of space to the Archives program for the storage of archival materials. As the only large-scale onsite records storage facility for Travis County records, this facility allows the Archives to effectively accession materials so that they may be properly organized, preserved, stored, and made accessible to county employees, researchers, and the general public. Currently approximately 1,000 cubic feet of records are housed in the Archives' records space.

The proper utilization of this space is imperative for the preservation of county records. The lack of dedicated space over the years for archival records has resulted in important records being thrust haphazardly onto shelves and into closets and warehouses, and often subsequently lost or forgotten. Such careless storage has resulted in a great loss of valuable records. With a properly equipped archives records storage space, county records are removed from the dangers inherent in poor storage conditions, including the risks of damage and deterioration, theft, misplacement, loss, and a compromise of informational authenticity and integrity.

The assessment of the Archives facility and of the collections housed there will help ensure that decisions are made to best care for these important records and to ensure their longevity. The

consultant will assess and make recommendations regarding space utilization, shelving, environmental control, fire protection, security, and storage and condition of the collections. These recommendations will be used to improve upon the Archives' storage and environmental conditions and utilization of the existing physical space. The purchase of supplies based on the assessment will support the proper storage and preservation of records cared for by the Archives.

**G. What are the names and qualifications of the consultant(s) and staff involved in the project?**

**Project Director:** Christy Moilanen, Travis County Archivist. Ms. Moilanen has served as the Travis County Archivist since 2009. Prior to that time, she worked as a Records Analyst and Archivist for the Travis County District Clerk and as the Archivist for the Program of Aegean Scripts and Prehistory, Department of Classics, University of Texas at Austin, Texas. Ms. Moilanen has a B.A. in Art History from Indiana University, and an M.S.I.S. with a concentration in Archives from the School of Information, University of Texas at Austin, Texas. She is a member of the Society of American Archivists and the Archivists of Central Texas.

**Project Consultant:** Rebecca Elder, Adjunct Preservation Field Services Officer. Ms. Elder has served as the Adjunct Preservation Field Services Officer for Amigos Library Services Imaging & Preservation Service since 2004. She received her M.S.I.S and a Certificate of Advanced Studies for Conservation of Library and Archival Materials from the University of Texas at Austin, and has a significant amount of experience in preservation and conservation through her previous work at Harvard, the Center for American History in Austin, and the Smithsonian Institution. Currently she teaches both face-to-face and live online workshops in book repair, preservation, and emergency preparedness, and frequently conducts site surveys in a variety of cultural heritage institutions in her role with Amigos. She is a member of the American Institute for Conservation of Historic and Artistic Works and the Society of American Archivists.

**H. What is the plan of work for the project?**

In early 2014, Rebecca Elder will conduct a site study which consists of a one-day onsite assessment of the Travis County Archives records storage space and the collections housed there, and one day of report writing based on her assessment. A pre-survey questionnaire will be completed by the Archivist in advance to prepare for the site visit.

During the site study, Ms. Elder will also consult with the Archivist regarding preservation efforts and related functions. The preservation site survey will address building, environmental, and disaster planning concerns; review the overall condition of collections; assess the utilization of the physical space; evaluate procedures and policies as they apply to preservation; and provide recommendations for improving storage and handling practices.

The product of the visit is a detailed survey report of observations and recommendations. The report will identify short- and long-term priorities for preservation in the Travis County Archives and help identify potential sources of funding for future preservation activities. Based on the recommendations in the survey report, an order for records storage and preservation supplies will be placed within six months from the time the assessment is completed.

### NEH Preservation Assistance Grant Budget

**Applicant Organization:** Travis County Archives

**Consultant Fees:**

Name of consultant: Rebecca E der

No. of days on project: 2

Daily rate of compensation: \$1,750

Total: \$3,500

**Travel Costs:** None

**Supplies, Materials, and Equipment:**

100 acrylic coated record storage boxes from Hollinger Metal Edge, \$130 each \$1,300

40 acid free document storage cases from Hollinger Metal Edge, \$6 each \$240

21 acid free archival flat storage boxes from Hollinger Metal Edge, \$10 each \$210

20 boxes acid free legal archival file folders, from Hollinger Metal Edge, \$36 each \$720

5 packages buffered interleaving paper, from Hollinger Metal Edge, \$6 each \$30

Total: \$2,500

**Total Project Cost: \$6,000**

**Total Requested from the NEH: \$6,000**



**Rebecca Elder**  
2603 Cockburn Drive  
Austin, TX 78745  
RebeccaElder@austin.rr.com  
(512) 699 3494

---

## EDUCATION

School of Information, University of Texas at Austin Austin, TX  
M.S.I.S. with Certificate of Advanced Studies in Conservation of Library and Archival Materials

- Preservation and Conservation Studies Program, Conservator Track.
- Teaching assistant to Karen Pavelka.
- Co-creator of digital video documentary of treatment project. Project won third place in UT's Innovations in Instructional Technology Awards Program.

University of Virginia Charlottesville, VA  
B.A. English

## PROFESSIONAL EXPERIENCE

**2004-present** **Amigos Library Services, Inc.** Dallas, TX  
**Adjunct Preservation Field Services Officer**

- Train library, archive and museum professionals in book repair, photograph and audiovisual materials preservation, emergency preparedness, and best preservation practices in both face-to-face and live online environments
- Conduct assessments and report on preservation conditions in client libraries, museums and record centers. Over 80 surveys conducted since 2004.
- Create and update presentations and workshops on a wide variety of preservation topics, including Preservation of Photographic Materials workshop, Preservation of Audiovisual Materials workshop, and Emergency Preparedness, Response and Recovery workshop
- Advise clients on grant writing for federal grants.
- Answer questions and provide advice to clients; provide second level support to clients needing advice in emergency situations

**2010-present** **The School of Information, The University of Texas at Austin** Austin, TX  
**Adjunct Instructor, Management of Preservation Programs and Treatment Techniques for Bound Materials**

- Instruct graduate students in basic principles of preservation administration, conducting collection assessments and grant writing.
- Instruct graduate students in basic principles of book repair including structure, repair program administration and protective enclosures
- Syllabus for Management of Preservation Programs available at [http://courses.school.utexas.edu/Elder\\_Rebecca/2013/Spring/INF%20392G/](http://courses.school.utexas.edu/Elder_Rebecca/2013/Spring/INF%20392G/)
- Syllabus for Treatment Techniques for Bound Materials available at [http://courses.school.utexas.edu/Elder\\_Rebecca/2013/Spring/INF%20393C.11/](http://courses.school.utexas.edu/Elder_Rebecca/2013/Spring/INF%20393C.11/)

**2004-present Austin BookWorks**  
**Book and Paper Conservator**

**Austin, TX**

- Perform conservation treatments on a wide variety of book and manuscript materials

**2003 Harvard College Libraries**  
**Collections Conservation Intern**

**Cambridge, MA**

- Observed and assisted in all facets of management of a large collections conservation lab including preservation review, disaster planning, hiring, and interaction with other departments in the Harvard College Libraries.
- Designed and conducted condition survey of 300,000-volume collection.
- Performed conservation treatments on circulating and non-circulating materials.
- Supervised and trained two entry-level part-time technicians in start-up phase of a new branch library conservation program.

**2002 Center for American History**  
**Conservation Intern**

**Austin, TX**

- Performed conservation treatments on materials from the Center's collections.
- Surveyed collections and formulated recommendations for their care.
- Consulted with Center staff on preservation and conservation questions.

**2001-2002 Benson Latin American Collection**  
**Library Assistant I**

**Austin, TX**

- Decided upon and performed appropriate repairs to circulating collection.
- Supervised three-member team in a condition survey and disbinding/rehousing project on a collection of bound pamphlets from the 18<sup>th</sup> and 19<sup>th</sup> centuries.

### **Presentations**

2010	Texas Association of Museums Conference	<i>Identifying 19<sup>th</sup> Century Photographs</i>
2010	Society of Southwest Archivists Conference	<i>Preservation of Photographic Materials</i>
2010	International Institute of Municipal Clerks Conference	<i>Emergency Response</i>
2012	Texas Association of Museums	<i>Role of the Conservator After a Disaster</i>
2012	Texas Library Association	<i>Preservation 101</i>
2012	Association of Tribal Libraries, Archives and Museums	Ten sessions on preservation techniques

### **Professional Affiliations**

- American Institute for the Conservation of Historic and Artistic Works
- Society of American Archivists
- Society of Southwest Archivists

### **Professional Service**

- Society of American Archivists National Disaster Recovery Fund for Archives Grant Review Committee Chair. Term runs 8/2011-8/2015



14400 Wilkney Road • Dallas, TX 75244-3506 • 972-951-8000 • 800-843-8482 • 972-991-6881 (fax) • www.amigos.org

March 15, 2013

Ms. Christy Moilanen  
Travis County Archivist  
Travis County Archives  
5501 Airport Boulevard, Room D154  
Austin, Texas 78751

Dear Christy:

This letter is to confirm that Amigos' Imaging and Preservation Services staff would be pleased to provide a Site Survey/Preservation Management Consultation for the Travis County Archives should your request for funding to the Division of Preservation and Access, National Endowment for the Humanities, be successful.

A preservation site survey addresses building, environmental, and disaster planning concerns; reviews the overall condition of collections; evaluates procedures and policies as they apply to preservation; and provides recommendations for improving storage and handling practices. The survey report identifies short- and long-term priorities for preservation in your institution. We can also assist you in identifying potential sources of funding for future preservation activities.

Site Surveys and Preservation Management Consultations from Amigos' Preservation Service include a review of a pre-survey questionnaire that we will ask you to prepare in advance of the site visit; a visit by the surveyor in consultation with the staff members responsible for preservation efforts; and interviews with staff responsible for related functions. The product of the visit is a detailed report of our observations and recommendations.

The site survey will require two days of consulting time (one day on site and one day report writing) at \$1,750 per day or \$3,500 (total). Because our consultant lives in Austin, there are no travel expenses included in this fee. This fee represents our standard non-member pricing.

We know the Site Survey/Preservation Management Consultation, the workshop, and the survey report, must be completed during the period of performance permitted by the National Endowment for the Humanities, and we will be able to comply with this requirement. I have included information about Amigos' Imaging and Preservation Services and our field services staff, for your use in preparing your grant request. If you have additional questions, please do not hesitate to contact me. We are looking forward to working with you on this project.

Best regards,

A handwritten signature in black ink, appearing to read "Gina L. B. Minks".

Gina L. B. Minks  
Imaging and Preservation Service Manager



14400 Midway Road • Dallas, TX 75244-3619 • 972/851-8000 • 800/943-8487 • 972/991-4061(fax) • www.amigos.org

March 15, 2013

Ms. Christy Moilanen  
Travis County Archivist  
Travis County Archives  
5501 Airport Boulevard, Room D154  
Austin, Texas 78751

Dear Christy:

As Adjunct Field Preservation Services Officer for Amigos' Imaging and Preservation Services I would be pleased to provide a Site Survey/ Preservation Management Consultation for the Travis County Archives, should your request for funding to the Division of Preservation and Access, National Endowment for the Humanities be successful.

I understand that you would like to use some of the funds from the grant to purchase preservation supplies for your oversized items. A basic list might include:

Acid free folders	\$ 200.00
Acid free storage boxes	\$ 300.00
Supplies for paper mending and book repair	\$ 200.00
Shelving	\$ 1,800.00
<b>Total</b>	<b>\$ 2,500.00</b>

Other acceptable supplies may be chosen from the following:

- Additional acid free file folders and boxes
- Environmental monitoring equipment
- Emergency response supplies
- Phase box board
- Preservation supplies deemed necessary by the consultant to preserve the collection

All supplies will be purchased at fair market value. These lists and budgets will be refined and prioritized during the course of the site survey, once we determine which items are most necessary.

If you have any questions, please do not hesitate to contact me.

Best regards,

Rebecca Elder  
Adjunct Preservation Field Services Officer  
Amigos Library Services

# Imaging and Preservation



*Amigos has always been at the forefront in providing experienced consultants to assist libraries in preserving our nation's treasures."*

EVA POOLE

DENTON (TX) PUBLIC LIBRARIES

## Imaging and Preservation Service

Amigos' Imaging and Preservation Service (IPS) helps libraries and archives meet their preservation and digitization needs. IPS began in 1991 by documenting the preservation needs of libraries and archives in the region. Today, IPS provides support, networking, and consulting, along with a comprehensive array of learning opportunities, from beginning preservation and hands-on repair to project planning and XML.





*"IPS workshops have been excellent and a real bargain for our professional development dollars."*

ANITA SEMTNER  
St. Gregory's University  
Shawnee, OK

*"I believe that if the Amigos Imaging and Preservation Service did not exist, the future of Texas history would be bleak indeed."*

DANIELLE CUNIFF PLUMER  
Texas State Library  
and Archives Commission



14400 Midway Road  
Dallas, Texas 75244  
972.851.8000  
1.800.943.8482  
www.amigos.org

## Preserve your community's history

Amigos helps libraries, museums, archives, and records centers throughout the Southwest manage their print and digital collections in a way that ensures long-term preservation and conformity with industry best practices. Your community's cultural heritage is important, and Amigos Imaging and Preservation Service is your partner in preservation success.

### Improve Collections Care

**Site surveys.** Participating in a site survey with IPS staff can help identify your institution's needs regarding appropriate care and storage of collections and management of preservation activity. A site survey gives you and your staff a clear understanding of the state of your institution's preservation program, noting areas where it excels and where it needs improvement, serving as a basis for preservation planning and resource allocation.

**Quality Training.** Leverage Amigos' high-quality training into your imaging and preservation work. IPS provides quality preservation and imaging training in face-to-face, live online, and self-paced formats in subjects ranging from basic book repair to advanced metadata and digital project planning. Online courses allow you to maximize the benefits of continuing education by minimizing travel and time away from your desk. Face-to-face training throughout the region gives hands-on experience in book repair and archival best practices. Self-paced online courses are ready-reference for staff at Amigos member libraries wherever, whenever.

### IPS at a glance

- Quality training, online and face-to-face
- Expert site surveys
- Emergency preparedness
- Customized consulting
- Review of grant proposals
- Extensive imaging and preservation resources

**Disaster preparation and recovery.** Emergencies can take many forms. Amigos IPS, one of 14 institutions in the Regional Alliance for Preservation, provides quick response before, during, and after emergencies ranging from storms and floods to fire, pest infestations, accidents, and vandalism.

**Customized Consulting.** If you need assistance with special digitization projects, preservation work, or strategic planning that falls outside our standard offerings, contact us. We work with organizations throughout the United States to provide special consulting and training services.

### Get More Funding

**Grant Proposal Review.** Amigos' experienced grant writing staff is happy to review your grant proposals, write letters of support, and give tips for the best chance of success.

**Site surveys legitimize funding need.** In addition to helping you improve collections care with your current resources, a site survey can strengthen the case for increased grant funding. Surveys often lead to successful grant proposals.

*For more information about IPS and a list of training courses, visit [www.amigos.org](http://www.amigos.org).*

*Funded in part by a grant from the National Endowment for the Humanities (NEH), IPS has been providing quality services since 1991.*

*Your Library. Your Passion. Your Amigos.*

## **CHRISTY MOILANEN**

Travis County Archives  
5501 Airport Boulevard  
Austin, Texas 78751

Phone: (512) 854-4675  
Fax: (512) 854-4560  
Email: christy.moilanen@co.travis.tx.us

### **EDUCATION**

**Master of Science in Information Studies, University of Texas at Austin, Texas. Concentration in Archives and Records Management. December, 2007.**

**Bachelor of Arts, Indiana University, Bloomington, Indiana. Major in Art History with Minor in Studio Art. December, 2002.**

### **EXPERIENCE**

**2009-present Archivist, Travis County Archives, Austin, Texas. Manage the creation and development of the county archives program. Collect and acquire records and materials through transfers and donations from county departments, elected officials and outside sources. Survey and appraise county records, arrange and describe collections, and place finding aids online. Manage archival storage facilities and provide reference services. Develop and administer public outreach programming.**

**2008 Records Analyst, Travis County District Clerk, Austin, Texas. Developed criteria for the identification of Travis County District Court records with archival value. Appraised District Court records dating from the 1800s to the present and designated specific case files to be permanently retained and preserved for future use and reference.**

**2007 Archivist, Program in Aegean Scripts and Prehistory, Department of Classics, University of Texas at Austin, Texas. Independently arranged and described a research collection of personal papers and material. Performed a cost analysis and developed a management strategy for the maintenance of the Program archives. Created web pages for primary archival collections and placed finding aids online.**

### **PROFESSIONAL AFFILIATIONS**

Archivists of Central Texas  
Society of American Archivists



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
<b>Department/Division:</b>	Travis County Sheriff's Office	
<b>Contact Person/Title:</b>	Meg Seville 1777	
<b>Phone Number:</b>	854-9804	

<b>Grant Title:</b>	State Criminal Alien Assistance Program - SCAAP 13		
<b>Grant Period:</b>	From: <input type="text" value="07/01/2011"/>	To: <input type="text" value="06/30/2012"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	US Department of Justice - Bureau of Justice Assistance		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
<b>Personnel:</b>	\$ 492,999	\$ 0	\$ 0	\$ 0	\$ 492,999
<b>Operating:</b>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Capital Equipment:</b>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Indirect Costs:</b>	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	\$ 492,999	\$ 0	\$ 0	\$ 0	\$ 492,999
<b>FTEs:</b>	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input checked="" type="checkbox"/>	JC	



Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+   - <b>Applicable Departmental Measures</b>					
1.					
2.					
3.					
+   - <b>Measures for the Grant</b>					
1.					
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

**PBO Recommendation:**

The Sheriff's Office has requested approval to submit the annual application to the US Department of Justice (DOJ), Bureau of Justice Assistance (BJA). This funding would reimburse the County for expenses for housing persons eligible under the Immigration and Naturalization Act of 1994. Please see the attached memo and documents from the Sheriff's Office for additional information. This grant application is for a total allowed corrections staffs wage and salary cost estimated at \$40,568,231, for the period July 1, 2011 through June 30, 2012. However the award basis is formulaic and the actual award varies depending on the number of persons confirmed to have been housed by the County vis a vis other applicable agencies. The estimated grant award shown above is based on the FY 13 award and is shown for information purposes. This application is for the 17th year of funding. It should also be noted that under the DOJ Reauthorization Act of 2005, beginning with the grant cycle for 2007, any reimbursement received from this application can only be used for correctional purposes.

There is no further financial obligation required of the County. PBO recommends approval of the the application.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

Existing program to reimburse Travis County for expenses related to the housing of inmates

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

None

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

NA

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Not Allowed

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No program attached to this reimbursement - Impact would be a decrease in fund revenue which is currently tied to correctional costs

6. If this is a new program, please provide information why the County should expand into this area.

Not a new program - Travis County has participated in SCAAP since 1998

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This reimbursement program provides for a recovery of funds expended for the housing of persons deemed to be of non-legal status by the Immigration and Customs Enforcement Office. Since 2007 the expenditures of these funds must be tied to corrections related operations. While no formal measures are tied to the program the fund income does offset general fund expenditures.



JAMES SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**April 02, 2013**

**MEMORANDUM**

**TO: Travis County Commissioner's Court**  
**FROM: Margaret H Seville 1777, Research and Planning**  
**SUBJECT: 2013 State Criminal Alien Assistance Program Grant Application**

Attached is our application to the United States Department of Justice, Bureau of Justice Assistance for the 2013 State Criminal Alien Assistance Program (SCAAP).

This federal program, as governed by Section 241(i) of the Immigration and Naturalization Act, 8 USC 1231(i) and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, provides for partial reimbursement of local expenses incurred for housing persons incarcerated who are determined to have not been of legal immigration status at that time.

The criterion for this year's submission remains relatively unchanged from 2012. SCAAP provides federal payments for incurred correctional costs for incarcerated undocumented criminal aliens who have at least one felony or two misdemeanor convictions for violations of state or local law, and who are incarcerated for at least 4 consecutive days during the reporting period.

Records indicate that 2,307 persons were in our custody during the time period of July 1, 2011 through June 30, 2012 and reported a foreign place of birth. Of those persons, 960 individuals meet the federal criteria. This is down from the 1,159 individuals submitted for the 2010-2011 time period. Again, these are individuals who claimed a foreign place of birth and were convicted of crimes. The Sheriff's Office makes no determination whether that foreign place of birth has any bearing on legal immigration status. TCSO staff does not have access to the Immigration and Customs Enforcement records to allow us to determine the immigration status of individuals in our custody.

Since this grant is a reimbursement formula grant, we are asking for reimbursement up to the calculated \$40,568,231 in corrections salaries during the grant time period examined. Of course this is an upper limit for award and our expected reimbursement would be significantly lower than this number. However, in accordance with federal regulations, they cannot reimburse in excess of our request. Thus, we are asking for full reimbursement costs with this in mind. These costs are based on the allowable correctional officer salaries as outlined in the program guidelines.

The award under this grant in 2012 was \$ 492,999.

The attached records and certifications are for your review with the application itself being on-line in nature. With your approval, I will transmit the appropriate data and await their findings.

Please keep in mind that our submitted data will be reviewed by several federal agencies and notification of award may take several months.

If you have any questions please feel free to contact my office at 854-9804.

Your support and approval of this application and project is appreciated.

CC. File



State Criminal Alien Assistance Program 2013-H1759-TX-AP



Application

Correspondence

Switch to ...

Application Handbook

OMB Number: 1121-0243  
Expires: 02/29/2004

Applicant

Applicant Information

Contact

ACH Bank

Application Number: 2013-H1759-TX-AP

Inmate

Welcome to the SCAAP on-line application process for Fiscal Year 2013.

Facility

As you begin the FY 2013 SCAAP application, BJA recommends a complete review of the Program Guidelines. This will ensure you understand all SCAAP requirements and restrictions, and have an opportunity to read any sections added or clarified since FY 2012.

Submit

SCAAP Help

Now and at any time you need assistance, the Guidelines may be found by simply clicking on the SCAAP Help link, located in the left margin of each GMS application page. At the end of the Guidelines, you will find a list of additional resources for further assistance and technical support. If you have difficulty accessing the Guidelines through the SCAAP Help link, Click here for access to the Adobe Acrobat (pdf) version:  
[https://www.bja.gov/Funding/13SCAAP\\_Guidelines.pdf](https://www.bja.gov/Funding/13SCAAP_Guidelines.pdf)

GMS Home

Log Off

The FY 2013 SCAAP reporting period is 12:00 a.m. (midnight), July 1, 2011 to 11:59 p.m., June 30, 2012. The SCAAP application requires you to provide correctional officer information and salary costs, the total of all inmate days, and details about qualifying undocumented criminal aliens housed in your correctional facilities for four or more consecutive days during the 12-month reporting period.

Applications will be accepted through OJP's online Grants Management System (GMS) The deadline for submitting a SCAAP application is 6:00pm (e.d.t.), Monday, May 13, 2013. As usual, BJA strongly recommends you complete and submit your application at the earliest possible date. Deadline extension will not be granted.

Please ensure that the Applicant, CEO, and Contact Information is accurate, and up to date. BJA will be verifying email addresses, as this is our primary means of communicating with you during and after the application process. Incorrect or faulty email addresses may affect the timeliness of your application processing by BJA.

Applicant/Organization Information

\* Employer Identification Number: 74 - 6000192

\*Type of Applicant: County

57

\***Organizational Unit:** Travis County Sheriff Of

\***Legal Name (Legal Jurisdiction Name):** Travis County

\* **Vendor Address 1:** P.O. Box 1748

**Vendor Address 2:**

\* **Vendor City:** Austin

**Vendor County:**

\* **Vendor State:** Texas

\* **Vendor ZIP:** 78767 1748 [Zip+4 Lookup](#)

Please enter the CEO information for your jurisdiction below. Remember, this is the CEO of the level of government, not the implementing agency. (Note: Hit the TAB key to move between fields)

**CEO Of Your Jurisdiction: Governor, Cabinet-level State Official, County Administrator, County Judge, County Commissioner, Mayor, or City Manager**

\***Prefix:** Judge

**Other Prefix:**

\***First Name:** Samuel

**Middle Initial:** T

\***Last Name:** Biscoe

**Suffix:** Select a Suffix

**Other Suffix:**

\***Title:** County Judge

\***Phone:** ( 512 ) 854 - 9500

**Phone Ext:**

**Fax:** ( 512 ) 854 - 9535

\***Email:** sam.biscoe@co.travis.t [Email Help](#)

\***Address 1:** P.O. Box 1748

**Address 2:**

\***City:** Austin

**County:**

\***State:** Texas

\***Zip Code:** 78767 - 1748 [Zip+4 Lookup](#)

\*- Indicates required field

**Save Information**

58



State Criminal Alien Assistance Program 2013-H1759-TX-AP



Application

Correspondence

Switch to ...

**Application Handbook**

OMB Number: 1121-0243

Expires: 02/29/2004

Applicant

**Contact Information**

Contact

ACH Bank

Application Number: **2013-H1759-TX-AP**

Inmate

Please enter the alternate contact information below. (Note: Hit the TAB key to move between fields)

Facility

Submit

\*Prefix: Ms.

Prefix Other:

\*First Name: Margaret

Middle Initial:

\*Last Name: Seville

Suffix: Select a Suffix

Other Suffix:

\*Title: Planner

\*Phone: ( 512 ) 854 - 9804

Phone Ext:

Fax: ( 512 ) 854 - 4997

\*Email: meg.seville@co.travis.tx.us [Email Help](#)

\*Address 1: PO Box 1748

Address 2:

\*City: Austin

County:

\*State: Texas

\*Zip Code: 78767 - 1748 [Zip+4 Lookup](#)

\*- Indicates required field

**Save Information**

[SCAAP Help](#)

[GMS Home](#)

[Log Off](#)

59

**ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM**

PAYEE/COMPANY INFORMATION	
NAME: Travis County	SSN NO. OR TAXPAYER ID NO: -
ADDRESS: P.O. Box 1748  Austin Texas - 78767	
CONTACT PERSON NAME: Michael Hemby	TELEPHONE NUMBER: (512) 708-4924

FINANCIAL INSTITUTION INFORMATION	
NAME: JP Morgan Chase	
ADDRESS: 221 W. Sixth Street  Austin Texas - 78701	
ACH COORDINATOR NAME: Valerie Hill	TELEPHONE NUMBER: (512) 479-2029
NINE-DIGIT ROUTING TRANSIT NUMBER: 111000614	
DEPOSITOR ACCOUNT TITLE: Travis County Treasurer Operating	
DEPOSITOR ACCOUNT NUMBER: 1821886593	
TYPE OF ACCOUNT: Checking	Is this account interest bearing ? Y
CERTIFICATION BY AUTHORIZED BANK OFFICIAL: I certify that the above information regarding Jurisdiction Name and Routing Transit Number is accurate. YES	
PRINT YOUR NAME AND TITLE	
SIGNATURE AND TITLE OF AUTHORIZED BANK OFFICIAL:	TELEPHONE NUMBER: (512) 479-2029

The following Automated Clearing House (ACH) must be completed so that funds may be electronically

led



forwarded to your financial institution. This form must be completed on-line, printed and then taken to the institution that will be receiving your jurisdiction's funding. The Bank Official may make any corrections on this form, in ink, and then, provide a certified signature attesting to the accuracy of the information provide by you. No request for funding will be considered complete until this document has been received. Once completed, please mail the hard copy document to:

Office of Justice Programs  
Office of the Chief Financial Officer  
Attn: Control Desk 20  
Room 5303  
810 Seventh Street NW  
Washington D.C. 20531

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form completion.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House System

**You MUST print this form before you accept your award**

Print

Close

61



State Criminal Alien Assistance Program 2013-H1759-TX-AP



Application

Correspondence

Switch to ... ▾

Application Handbook

OMB Number: 1121-0243  
Expires: 02/29/2004

Applicant

Inmate Information

Contact

Application Number: 2013-H1759-TX-AP

ACH Bank

Inmate

BJA strongly recommends that you read the Inmate Reporting Requirements section of the FY 2013 SCAAP Guidelines prior to beginning this portion of the application. Instructions here deal primarily with the mechanics of the upload process and do not address statutory or programmatic requirements and restrictions. For the current ICE Country Code listing, click here:

Facility

Submit

[https://www.bja.gov/Funding/13\\_ICE\\_Country\\_Codes.pdf](https://www.bja.gov/Funding/13_ICE_Country_Codes.pdf)

SCAAP Help

GMS Home

**Inmate Data File Overwrite and Deletion:** You may select the file upload method that best meets your needs. However, if you switch upload methods at any time, the inmate files uploaded or entered via the previous method will be overwritten and deleted. Additionally, once inmate records are uploaded into GMS via the Direct File Upload method, any subsequent upload deletes and overwrites the previous file in its entirety.

Log Off

**Due Diligence:** Applicants are required to certify that they used due diligence in the preparation and submission of their Inmate files. For an explanation of this concept, view applicable sections of the FY 2013 Guidelines or click here:

[https://www.bja.gov/Funding/13SCAAP\\_Guidelines.pdf](https://www.bja.gov/Funding/13SCAAP_Guidelines.pdf)

THE TWO INMATE DATA FILE UPLOAD METHODS ARE:

**Upload File (Direct File Upload):** This method allows you to submit your entire set of qualifying Inmate records as a single ASCII formatted file directly into GMS. Click here for information about the required format:

[https://www.bja.gov/Funding/13SCAAP\\_Inmate\\_Data\\_Elements.pdf](https://www.bja.gov/Funding/13SCAAP_Inmate_Data_Elements.pdf)

During the Upload File process, a red flashing bar will appear at the bottom of your screen. This bar will continue to flash until the Inmate file upload is complete. Upon completion, you will receive an on-screen status report, listing the total number of Inmate records and the number of records that are complete. In addition, the report will provide a detailed list of Inmate records

62

(by file number) that are incomplete or have data format errors and the nature of the errors. Upon receipt of the on-screen data report, you must either correct the data errors and upload the file again or submit the file with the errors. You should print the on-screen report for your records. **Warning:** Once inmate records are uploaded using this method, any subsequent upload deletes and overwrites the previous file in its entirety.

**Enter Data (Direct Data Entry):** This method allows you to manually enter each inmate's data directly into an online template. This approach is best suited for jurisdictions with smaller facilities or small criminal alien populations. Drop-down menus are provided for selecting incarceration dates, date of birth, and country of birth (the complete country names are listed).

**Access to Submitted Files:** Once your FY 2013 application is submitted, inmate files are no longer available for changes or additions. To ensure that the maximum number of inmate records are considered for payment, please correct any data errors at the time of the file upload and before the Application is submitted. Requests to reopen submitted applications are discouraged and may not be honored by BJA.

**For Upload File method, please follow these steps:**

- Step 1: Click on the "Upload File" radio button.
- Step 2: Click on the "Upload" box to attach your file. A pop-up window will appear.
- Step 3: Click on the "Browse" button in the pop-up window.
- Step 4: Find your file name and double-click on it. The file name will appear in the blank field.
- Step 5: Click the save button and a message will appear in the pop-up window, telling you the status of your upload. Click the "X" in the upper right corner of the pop-up box to close it. Your inmate file name will now appear next to the upload button on the main page.
- Step 6: Click on the "Save Information" button to continue on to the next phase of the application process.

**For Enter Data method, please follow these steps:**

- Step 1: Click on the "Enter Data" radio button.
- Step 2: Click one of the four corresponding boxes. "Add" to add inmate data, "Select All" to select all inmate records entered, "Un-Select All" to un-select all inmate records entered, and "Delete Selected" to delete all selected inmate records.
- Step 3: Click on the "Save Information" button to continue on to the next phase of the application process.

I certify that the inmate data and records provided in this SCAAP application are in keeping with all SCAAP program and statutory requirements included in the SCAAP 2013 Guidelines. I used due diligence in determining the accuracy of the inmate records contained in this application, and I did not submit inmate records for an otherwise qualifying inmate where the jurisdiction's records indicated the inmate: (1) was born in the United States or one of its territories, (2) had a claim to U.S. citizenship, (3) was a U.S. citizen, or (4) did not qualify as an undocumented criminal alien in accordance with the SCAAP statute. Sanctions, including

referral to a U.S. Attorney's Office, recalculation and/or return of awarded funds, or other sanctions, may be made when a jurisdiction knowingly submits false data or makes claims for ineligible inmates.

Inmate Information

How will Inmate Information be entered?

Enter Data  Upload File

Inmate List ASCII File :

Attachment  
OK

Upload

Save Information

64

**File Upload Successful**

Your file has been successfully uploaded! The file you uploaded is Upload1.txt.

	Count
Accepted Inmate Records	960
Rejected Inmate Records	0
<b>Total Inmates</b>	<b>960</b>

65



State Criminal Alien Assistance Program 2013-H1759-TX-AP



Application

Correspondence

Switch to ...

Application Handbook

OMB Number: 1121-0243

Expires: 02/29/2004

Applicant

Facility Information

Contact

ACH Bank

Application Number: 2013-H1759-TX-AP

Inmate

BJA strongly recommends that you read the Facility and Correctional Officer Reporting Requirements section of the FY 2013 SCAAP Guidelines prior to beginning this portion of the application. Instructions and definitions here are general in nature and do not address all the statutory or programmatic requirements and restrictions that are covered in the Guidelines.

Facility

Submit

SCAAP Help

**Correctional Officers** include employees, officers, and contractual staff whose primary responsibility is the control, custody, or supervision of persons detained (pretrial detention) and incarcerated (convicted and sentenced inmates). Employees, officers, and contractual staff whose primary responsibility is providing noncustody services to the facility or its inmate population are not eligible for inclusion in the SCAAP salary calculation.

GMS Home

Log Off

**CO Salary costs** must reflect the total actual salaries and wages paid to correctional officers during the reporting period, July 1, 2011 to June 30, 2012. Benefits should not be included in this total.

**FTEs (Full Time Equivalents)** is calculated by taking the sum of all work hours during the reporting period for qualifying part-time correctional officers and dividing that total by 1,980. The result is the FTE.

**Total Bed Count** is the total number of the jurisdiction's inmate beds in all facilities, including temporary, non-traditional and/or overflow accommodations (e.g. gymnasiums, open bays, etc). If the number varied during the reporting period, select and report the number that best reflected your jurisdiction's most typical operating conditions.

**Total Number of Days for ALL Inmates** is the cumulative number of incarceration and detention days attributable to all inmates housed in the jurisdiction's qualifying facilities during the reporting period. It includes all inmates, regardless of their inmate status, citizenship, disposition, or length of stay. It does not refer to the cumulative total daily capacity of the jurisdiction's facilities, or to the total number of days only attributable to undocumented criminal aliens. If the Total All Inmate Days exceeds the maximum capacity (Total Bed Count X 365), your jurisdiction will be required to provide an explanation.

Please access the SCAAP Help section for a complete discussion of Facility and Correctional Officer information, definitions, requirements and

lele

restrictions.

The following information for Fiscal Year 2013 SCAAP must reflect your correctional facility(ies) information for the reporting period of July 01, 2011 through June 30, 2012.

**Correctional Officer Information:**

(Use decimal values if needed to express full or partial full-time equivalents (FTE))

\* Please report the maximum number of *full-time* correctional officers your facility(ies) employed during the reporting period:

\* Please report the maximum number of *part-time* correctional officers your facility(ies) employed during the reporting period: (Please report as FTE's)

\* Please report the maximum number of *contracted full-time* correctional officers your facility(ies) employed during the reporting period:

\* Please report the maximum number of *contracted part-time* correctional officers your facility(ies) employed during the reporting period: (Please report as FTE's) ;

Total number of correctional officers your facility(ies) employed during the reporting period: (calculated from above)

\* Please enter the total salary costs paid to all correctional officers during the reporting period. Do not use commas: The reported sum should total the jurisdiction's actual salary expenditures for the reporting period, not an estimate or average. Correctional officer salary costs may include premium pay for specialized service, shift differential pay, and fixed-pay increases for time in service. It may also include overtime required by negotiated contract, statute, or regulation such as union agreements, contractual obligations, and required post staffing minimums.

**Facility(ies) Information**

\* Total bed count for correctional facility(ies):

\* Total number of days for ALL inmates (legal aliens, illegal aliens, unknowns and U.S. citizens) housed in your facility(ies) for the reporting period (Do not report your capacity. BJA Requires an actual count of inmates housed during the reporting period):

67

\* - Indicates required field

- I certify that the facility and correctional officer data provided in this SCAAP application are in keeping with all SCAAP program and statutory requirements included in the SCAAP 2013 Guidelines. I further understand that inaccurate, misleading, or fraudulent information provided on this form may result in various sanctions or corrective actions, including the application being disapproved, the award amount being recalculated, or awarded funds being returned to DOJ.

Save Information

Clear

68



**NOTE: You must click on the "Accept" button at the bottom of the page before closing this window**



OMB APPROVAL  
NUMBER 1121-0140

EXPIRES 12/31/2012

### STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Accept

69

**NOTE: You must click on the "Accept" button at the bottom of the page before closing this window**

**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE CHIEF FINANCIAL OFFICER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

76

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov), and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

(d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov), and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

71

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Accept

72

**BUREAU OF JUSTICE ASSISTANCE  
STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP)**

**UPDATED REQUIREMENTS For Fiscal Year 2013**

***Payments for "Unknown" Alien Status Inmate Days***

Many states and localities have incurred costs for detaining individuals whom they believe to be undocumented criminal aliens. Since 1988, BJA has provided variable reimbursement amounts for these inmates, whose statuses are "known," as well as "unknown" because the Department of Homeland Security (DHS) was not able to verify the criminal aliens' statuses. This practice is a recognition that some of the "unknown" inmates could have been undocumented if they had entered the United States illegally and never came into contact with DHS. Because there would have been no contact with DHS, DHS would not be able to confirm the alien's status (that is, as undocumented) for eligibility of a SCAAP payment.

BJA will continue to provide reimbursement for inmates whose statuses are unknown. Accordingly, detention costs of undocumented criminal aliens, whose statuses are determined by DHS as either known or unknown, will be counted towards the SCAAP awards in FY 2013.

***FBI Number Requirement***

Starting in the FY 2014 SCAAP application, it is highly likely that the FBI number field for each inmate record will be mandatory. This number is issued by the FBI to track arrests and fingerprint records. For FY 2013, the field will remain optional, however jurisdictions are encouraged to enter the FBI number for each inmate record since it could allow a greater match rate with DHS records.

**PART I: SCAAP Guidelines**

**SCAAP Overview**

The Bureau of Justice Assistance (BJA), Office of Justice Programs, U.S. Department of Justice, administers SCAAP, in conjunction with the U.S. Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens who have at least one felony or two misdemeanor convictions for violations of state or local law, and who are incarcerated for at least 4 consecutive days during the reporting period.

**SCAAP Legislative Authority**

SCAAP is governed by Section 241(i) of the Immigration and Nationality Act, 8 U.S.C. § 1231(i), as amended, and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Pub. L. 103-322. In general terms, if a chief executive officer of a state or a political subdivision exercises authority over the incarceration of undocumented criminal aliens and submits a written request to the U.S. Attorney General, the Attorney General may provide compensation to that jurisdiction for those incarceration costs. SCAAP is subject to additional terms and conditions of yearly congressional appropriations.

**Eligible Applicants**

States and local units of government that have authority over correctional facilities that incarcerate or detain undocumented criminal aliens for a minimum of 4 consecutive days are eligible to apply for SCAAP funds. States and local units of general government include the 50 state governments, the District of Columbia, Guam, Puerto Rico, the U.S. Virgin Islands, and the more than 3,000 counties and cities with correctional facilities.

Regional jails, special jail districts, or regional jail authorities and boards do not qualify as political subdivisions of a state for purposes of SCAAP, and therefore are not eligible to directly apply for SCAAP funds. Each unit of

government that houses inmates at a regional facility must apply independently for SCAAP funds, based on its own costs of housing its undocumented aliens in the regional facility. Regional facilities may not submit SCAAP applications on behalf of jurisdictions in its service area, nor may a regional facility submit one application for all participating jurisdictions, using one jurisdiction's name as the recipient.

#### **Authorized Officials**

SCAAP payments must go directly to eligible states and localities. Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS User Profile. The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. The CEO is generally considered the highest ranking elected or appointed official of a unit of government.

#### **Use of SCAAP Awards**

The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only. Jurisdictions receiving SCAAP awards will be asked to report the projected use of these funds at the time the award is accepted.

#### **Minimum Period of Incarceration**

Only eligible persons who were incarcerated for 4 or more consecutive days between July 1, 2011 and June 30, 2012 may be included in the FY 2013 SCAAP application.

#### **Multi-Jurisdictional Issues**

- Eligible inmates housed in the applicant's facility exclusively on behalf of another jurisdiction may only be reported by the sending jurisdiction, regardless of whether the applicant received reimbursement for related incarceration costs.
- Unless otherwise covered by a cost reimbursement agreement, inmates who are ready for release once qualifying charges or convictions are concluded, and who are temporarily held in the applicant facility on the basis of outstanding warrants or detainers from other jurisdictions, including federal law enforcement agencies, are SCAAP eligible. The applicant jurisdiction may claim the total number of days the inmate was in custody, including the days the inmate was held on the detainers or outstanding warrants.
- Detention or incarceration days attributable to otherwise qualifying inmates held on federal charges, convictions, or detainers and covered by cost reimbursement agreements are not SCAAP eligible.
- Juveniles adjudicated delinquent, regardless of the charges or length of custody, are not SCAAP eligible. Only juvenile offenders who are convicted as adults and who meet the qualifying SCAAP criteria may be eligible.

#### **Eligible Inmates**

Applicants may submit records of inmates in their custody during the reporting period who:

- Were born outside the United States or one of its territories and had no reported or documented claim to U.S. citizenship.
- Were in the applicant's custody for 4 or more consecutive days during the reporting period.
- Were convicted of a felony or second misdemeanor for violations of state or local law.
- Were identified and reported as undocumented, using due diligence.

The U.S. Department of Homeland Security will make the final determination on the status of submitted inmate records for undocumented alien purposes. Inmates may qualify for SCAAP purposes if they were:

- Persons who entered the U.S. without inspection or at any time or place other than as designated by the Attorney General.
- Persons in deportation or exclusion proceedings at the time they were taken into custody.

- Non-immigrants who failed to maintain their non-immigrant status at the time they were taken into custody.
- Certain Mariel Cubans who otherwise meet these requirements.

**Total All Inmate Days**

The "total all inmate days" is the cumulative number of incarceration or detention days attributable to all inmates housed in the jurisdiction's facilities during the reporting period. It includes all inmates, regardless of their status, citizenship, disposition, or length of stay, including inmates held at contract facilities. A jurisdiction can use the sum of all nightly, facility head counts for the 365 days in the reporting period.

EXAMPLE	TOTAL DAYS
A jurisdiction detained or incarcerated 400 inmates during the current reporting cycle. Each inmate was held for exactly 7 days.	<b>2,800</b> (400 inmates x 7 days)

**Criminal Charges and Convictions**

To be eligible for reporting, inmates must have been convicted of a felony or second misdemeanor for violations of state or local law, and housed in the applicant's state or local correctional facility for 4 or more consecutive days during the reporting period. All pre-trial and post conviction time served from July 1, 2011 through June 30, 2012 may be reported to BJA.

EXAMPLES	REPORTABLE DAYS
An alien was convicted of a felony during the reporting period and spent 20 days in pretrial detention and 60 additional days from the conviction. All 80 days occurred during the reporting period.	<b>80</b>
An alien was convicted of a felony during the reporting period and spent 20 days in pretrial detention and 60 additional days from the conviction. The 20 pretrial detention days and 40 of the sentenced days occurred in the reporting period; the remaining 20 days were served after June 30, 2012.	<b>60</b>
An alien was convicted of a felony several years ago and is being held in pretrial detention on new charges. As this alien already qualifies based on the prior felony conviction, once he meets the minimum of 4 consecutive days in custody during the reporting period, the pretrial days may be reported to BJA, regardless of the outcome of the pending charges.	<b><i>As calculated</i></b>
An alien was convicted of a second misdemeanor and served 3 consecutive days as of June 30, 2012, and 20 additional days after June 30, 2012. This inmate cannot be reported for FY 2012, but will qualify for FY 2013. <i>NOTE: The first 3 days of the sentence are not reportable, regardless of what occurs with this inmate in the future.</i>	<b>0</b>

**Required Inmate Data Format**

The detailed inmate file reflects the jurisdiction's good faith and due diligence efforts to identify and list undocumented criminal aliens housed in its correctional facilities. Required inmate data elements include the A-Number, if known; last, middle, and first names; date of birth; unique inmate number assigned by the applicant jurisdiction; foreign country of birth; date taken into custody; date released from custody; and the Federal Bureau of Investigation (FBI) number, if known.

For inmates with aliases or multiple periods of incarceration: Creating a separate and distinct inmate record for each qualifying period of incarceration may include eligible inmates incarcerated more than once during the

75

reporting period. Similarly, inmates with known aliases may be reported by creating a separate and distinct inmate record for each name. The same unique inmate identification number must be used for all records associated with a single inmate, regardless of the name under which the inmate was incarcerated. Applications submitted without complete facility data and inmate records will not be considered for SCAAP funding.

#### **Country of Birth Codes**

Generally, a person born in the U.S. or a U.S. territory is a U.S. citizen and should not be reported. Any submitted inmate record that includes a country code not on the official ICE country codes list will be rejected. Any record with an official country code that does not specifically represent a foreign country (unknown) will only be considered in the award calculation if determined the inmate is undocumented or otherwise qualifies. If the country provided by the inmate is not on the official ICE country codes list, a country with close geographic proximity should be selected.

#### **Alternatives to Traditional Incarceration**

Inmates are not eligible if they served their incarceration incrementally, such as through weekend incarcerations that enabled them to maintain employment. Qualifying periods of incarceration must occur consecutively over the course of 4 or more days.

#### **Parole and Probation Violators**

Eligible inmates on parole or probation from qualifying convictions who are subsequently returned to the custody of a state or local correctional facility may be eligible.

#### **Correctional Officers**

Correctional officers include employees, officers, and contractual staff whose primary responsibility is the control, custody, or supervision of persons detained and incarcerated, including correctional officers, deputy sheriffs, correctional/jail supervisors, shift commanders, chiefs of security, assistant wardens, and wardens. Transportation officers and others providing control, custody, or supervision of inmates who are temporarily outside the maintaining facility are also eligible. Employees, officers, and contractual staff whose primary responsibility is providing noncustody services to the facility or its inmate population are not SCAAP eligible, including office and secretarial support, administrative, housekeeping, maintenance, food, health, education, training, vocational, counseling, and medical staff. Staff who function independently or outside the correctional facility, including parole and probation agents, hearing officers, court commissioners, judicial, prosecutorial, and public defenders, warrant and apprehension units, and others are not eligible.

#### **Correctional Officer Salary Calculation**

Salary information reported in the SCAAP application must reflect the total salaries and wages paid to full- and part-time correctional officers and others who meet the SCAAP definition. The reported sum should total the jurisdiction's actual salary expenditures for the reporting period, not an estimate or average. Correctional officer salary costs may include premium pay for specialized service, shift differential pay, and fixed-pay increases for time in service. It may also include overtime required by negotiated contract, statute, or regulation such as union agreements, contractual obligations, and required post staffing minimums. Benefits should not be included in the provided salary costs.

#### **Per Diem Costs**

Per diem cost is calculated by the SCAAP system, dividing the jurisdiction's "total all inmate days" into the "total correctional officer salary costs." During the FY 2012 reporting period, jurisdictions reported an average per diem cost of \$40.80. BJA may require documentation to validate per diem costs or impose limits on the costs.

#### **SCAAP Award Calculation**

Once SCAAP data has been validated and analyzed, applicants will receive e-mail notification that awards are ready for online acceptance and drawdown. Formal acceptance of an award via GMS is necessary for the electronic transfer of funds into the applicant's bank account of record. Applicants have 45 calendar days to accept awards through GMS once notice is provided. SCAAP payments must go to the jurisdictions' general fund.



### **Payment Formula**

The following provides an overview of the method used to calculate SCAAP payments

1. Using financial data from applicants, a per diem rate is calculated for each jurisdiction. For FY 2012 the average per diem rate was \$40.80 per inmate.
2. Inmate data is provided to the U.S. Department of Homeland Security to validate inmate data for eligible and invalid records.
3. Each jurisdiction's total eligible inmate days are totaled then multiplied by the applicant's per diem rate to derive the total correctional officer salary costs for eligible inmate days.
4. The value of each applicant's correctional officer salary costs associated with its eligible inmate days are totaled. This total value reflects the maximum amount for SCAAP reimbursement. A percentage factor is used to reflect the relationship between the maximum reimbursable salary costs and the appropriation. For FY 2012, this factor was approximately 18 percent.

### **Variances**

A variance will exist between the total salary costs reported by a jurisdiction and the final SCAAP payment amount, due to adjustments for ineligible or invalid inmate records and the annual appropriation. Both the SCAAP system and BJA check for variances from prior year submissions for correctional officer staffing and salary levels, total bed count, and number of total inmate days.

## **PART II: Applying for FY 2013 SCAAP Funds**

### **FY 2013 Reporting Period**

The FY 2013 SCAAP reporting period is from July 1, 2011 through June 30, 2012.

### **FY 2013 Registration and Application Deadlines**

Applications will be accepted through the online Grants Management System (GMS) beginning April 1, 2013, and ending at 6:00 p.m. e.d.t. on May 13, 2013.

The deadline for submitting *all* completed SCAAP applications is **May 13, 2013 at 6:00 p.m. (e.d.t.)**. Extensions

or exceptions to this deadline cannot be granted. Because of the volume and complexities involved in verification of all submitted inmate data and the fact that BJA transmits this file to DHS immediately after the close of the solicitation, it is not possible for additional applicant data to be reviewed and sent to DHS after the deadline.

### **GMS Application Process**

The SCAAP Catalog of Federal Domestic Assistance (CFDA) number is 16.606.

For questions or concerns at any point in the GMS process, call the SCAAP Help Desk at 1-202-353-4411.

1. Access GMS at <https://grants.ojp.usdoj.gov>.
2. If you already have a GMS user ID, proceed to the GMS sign in. Even if your organization already has a user ID, you will not be considered registered for the solicitation until you have signed on to GMS and entered the appropriate solicitation.
3. If you do not have a GMS user ID, select "New User? Register Here." After you have completed all of the required information, click "Create Account" at the bottom of the page and to note your user ID and password, which are case sensitive. Within a few days, BJA will send an e-mail confirmation to newly registered applicants that their user ID and password have been approved and they are eligible to submit an application.

4. Beginning October 1, 2003, a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number must be included in every application for a new award or renewal of an award. The DUNS number will be required whether an applicant is submitting an application on paper, through OJP's Grants Management System, or using the government-wide electronic portal (Grants.gov). An application will not be considered complete until the applicant provides a valid DUNS number.

Organizations should verify that they have a DUNS number or take the steps necessary to obtain one as soon as possible. Applicants can receive a DUNS number at no cost by calling the dedicated toll-free DUNS number request line at 1-800-333-0505.

5. After you have logged onto the system using your user ID and password, click on "Funding Opportunities." Additionally, click on 'A-Z' for more search functions.
6. Select the "Bureau of Justice Assistance" from the drop-down list and click "Search." This will narrow the list of solicitations within the Office of Justice Programs to those in BJA.
7. From the list of BJA grants, find "State Criminal Alien Assistance Program" and click "Apply Online."
8. Confirm that your organization is eligible to apply for this program by reading the text on the screen. If eligible, proceed by clicking "Continue."
9. Once you have reached this point, you are considered successfully registered.

#### **Online Inmate Data Reporting Process**

Select the file upload process below that best meets your needs. While you may change the method prior to submitting the completed application to BJA, note that *the change from one process to another will overwrite and delete all previous inmate record submissions.*

- **Direct File Upload:** The direct file upload function allows you to submit inmate database records in a single ASCII-formatted file directly into GMS. File uploads must contain the mandatory data fields in the required format. File uploads that do not include the necessary information will be considered incomplete and not eligible SCAAP funding. The SCAAP system provides you with an opportunity to correct files or add missing data prior to finalizing the application.
- **Direct Data Entry:** The direct data entry function allows you to manually enter inmate data directly into an online inmate data template, instead of creating a separate ASCII file. This approach may be best suited for jurisdictions with smaller facilities or small criminal alien populations. Drop-down menus are provided for selecting incarceration dates, date of birth, and country of birth (complete country names are listed).

During the file upload process, a red flashing bar will appear at the bottom of the applicant screen. This bar will continue to flash until the inmate file upload is complete. Upon completion of the inmate file upload, SCAAP GMS will provide the applicant with a "File Upload Status Report." This report will list the number of inmate records in the upload and the number of inmate records that are complete. In addition, the report will provide a detailed list of inmate records (by file number) that are incomplete or have data format errors and the nature of the error. Print this file upload status report for your records. If during the file upload process, your Internet browser times out or is disconnected, your inmate file upload may not be complete. It is important that you check the "File Upload Status Report" and verify that all of your inmate records have been uploaded.

When initiating a file upload, there is an approximate 10 second start-up delay. Once the file upload has actually begun, the estimated times for file uploads: 300 inmate records = less than 1 minute; 7,800 inmate records = 3 minutes; 54,600 inmate records = 15 minutes.

#### **Technical System Requirements**

Internet access is required to apply for SCAAP funding. Generally, Netscape Communicator 4.7 and Internet Explorer 5.5 are the earliest versions of the respective Internet browsers that may be used for successful SCAAP application system access. Contact your agency network administrator to determine if an internal firewall or agency Internet security system may be preventing direct access to the application system, or contact the GMS Help Desk for information regarding correct port settings. If you are a prior SCAAP user, the browser bookmark may not work properly and an attempt to access the SCAAP application site may generate a message advising that the "page cannot be displayed." Delete the bookmark and manually type the URL into

the browser address line.

**Internet User Accounts**

Government officials from the applying jurisdictions must establish the OJP GMS user accounts for SCAAP. Non-government officials may not establish user accounts on behalf of applying jurisdictions. When establishing a user account, sheriffs or chiefs of police are not considered CEOs, but they may serve as the contact persons establishing the SCAAP user accounts on behalf of the CEOs. All applications must be filed in the name of the state or unit of government and must include the jurisdiction's CEO's name, official title, and e-mail address.

**Application Resubmissions**

BJA may return a submitted application with incomplete or inaccurate data to the applicant for corrections, and will notify both the CEO and the SCAAP contact, via the e-mail address of record, that their application needs to be corrected and resubmitted by a certain date to be considered for SCAAP funding.



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
<b>Department/Division:</b>	Juvenile Probation/Treatment and Counseling; Assessment Center	
<b>Contact Person/Title:</b>	Maya Duff	
<b>Phone Number:</b>	512-854-7046	

<b>Grant Title:</b>	Travis County Juvenile Probation Pre-Doctoral Psychology Internship Program		
<b>Grant Period:</b>	From: <input type="text" value="Jul 1, 2013"/>	To: <input type="text" value="Jun 30, 2014"/>	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
<b>Grantor:</b>	Meadows Foundation		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 35,000	\$ 0	\$ 0	\$ 0	\$ 35,000
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 35,000</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 35,000</b>
<b>FTEs:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Number of Interns trained	n/a	0	1	1
2.	Average caseload per intern	0	0	12	12
3.	Average number of group therapy sessions led per intern	0	0	120	120
+ - Measures for the Grant					
1.	Number of interns in program	0	0	1	1
Outcome Impact Description		Psychologists-in-training will provide services and receive specialized training in working with the youth and families of Travis County.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

**PBO Recommendation:**

The Juvenile Probation Department is requesting Commissioners Court approval to accept a new grant award in the amount of \$35,000 from the Meadows Foundation. This award will supplement an internship program to serve the Department's high risk youth and their families.

The doctoral level internship program is already operational in the Department and is funded by a five-year grant from the Hogg Foundation for Mental Health that began in September 2011. The Department will continue to seek funding from the Meadows foundation for continuation of the Hogg Foundation Grant through 2016, and intends to seek both internal and external funds starting in 2016 to continue the internship program.

No county cash match is required.

PBO supports approval of this grant application request.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

This new grant is part of a broader project that was approved by Commissioner's Court in September 2011. The internship program provides trainees with exposure to a broad continuum of care, which includes intake into the juvenile justice system, deferred prosecution programs, detention and court services, residential placement, and community interventions. Interns have the opportunity to provide therapeutic services and develop expertise in working with a unique and culturally diverse population. There is a great need for effective mental health services for youthful offenders throughout the state. By offering comprehensive training in assessment and clinical intervention, the internship program will provide psychologists-in-training with the tools necessary to promote such services throughout the Texas juvenile justice system. Funding from the Meadows Foundation will be used to supplement a multi-year grant awarded by the Hogg Foundation for Mental Health in September 2011. TCJPD will reapply for a second year of funding from the Meadows Foundation in October 2013. For the grant period 7/1/2013-6/30/2014, TCJPD has been awarded \$35,000.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

For the sister grant associated with this grant application, TCJPD is required to provide a county cost share. In the long term, TCJPD will fund 2 interns from September 2015-August 2016; total costs for this period will be \$78,610. At the end of that year, TCJPD will seek external funding as well as request internal funding to continue to offer internships to pre-doctoral psychology students.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

No match is required.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

No. Grant allows for only direct cost expenses in the program.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The Department intends to seek both internal and external funds starting in 2016 for the services via proposals submitted to the Federal and State government, as well as private foundations. The County will have an opportunity in the future to invest in the Travis County Internship program.

6. If this is a new program, please provide information why the County should expand into this area.

This funding will enhance a current program. This will allow us to provide mental health services to youth entering our care with student interns, increase the community resources for mental health services, and reduce department costs with outside vendors. In addition this will allow best industry practices within the mental health profession and allow Juvenile Probation access to highly trained resources to provide mental health services to our population.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Such a program will expand and enhance the mental health services provided to high risk youth and families as well as become a highly competitive training site for doctoral-level students in psychology.



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704  
Phone: (512)854-7000 Fax: (512)854-7097

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO  
Budget Analyst

FROM: Estela P. Medina  
Estela P. Medina  
Chief Juvenile Probation Officer

THROUGH: Maya Duff  
Maya Duff  
Grant Coordinator

SUBJECT: Approval of Meadows Foundation Grant Award Contract for Travis County Juvenile Probation Pre-Doctoral Psychology Internship Program

DATE: March 29, 2013

Travis County Juvenile Probation Department has been awarded funding from the Meadows Foundation for the TCJPD Pre-Doctoral Psychology Internship Program. Funds from this grant will be used in conjunction with funds from the Hogg Foundation for Mental Health to establish a pre-doctoral internship program at TCJPD. \$35,000 has been awarded from July 1, 2013-June 30, 2014 to support one intern.

The goal of the Travis County Juvenile Probation Department Pre-Doctoral Internship Program is to create a comprehensive training center that promotes the education and eventual licensure of psychologists in Texas. In its inaugural year, 2012-2013, TCJPD offered two internships. By 2014, TCJPD plans to offer four internships to pre-doctoral psychology students.

Please review this item and place it on the **April 16<sup>th</sup>** Commissioner's Court Agenda for their consideration and signature.

If you have any questions, please contact Maya Duff at 512-854-7046.

- CC: Jim Connolly
- Rhett Perry
- Britt Canary
- Darryl Beatty
- Dr. Daniel Hoard
- Dr. Erin Foley
- Sylvia Mendoza
- Lisa Eichelberger
- Grant File

*Handwritten initials*



**THE MEADOWS FOUNDATION**

*WILSON HISTORIC DISTRICT*

3003 Swiss Avenue  
Dallas, Texas 75204-6049  
www.mfi.org

Bruce H. Esterline  
Vice President for Grants

214-826-9431  
FAX 214-827-7042  
Toll Free 800-826-9431  
besterline@mfi.org

March 18, 2013

Chief Estela P. Medina  
Chief Juvenile Probation Officer  
Travis County Juvenile Probation Department  
2515 South Congress Avenue  
Austin, Texas 78704

Dear Chief Medina:

Congratulations! A grant in the amount of \$35,000 has been awarded to Travis County Juvenile Probation Department. Two copies of the grant contract signed by the Foundation are enclosed. Please have the indicated representatives of your organization sign and return one copy to us so that we can release your grant payment.

You have the option to receive the grant payment by check. However, we strongly encourage payment by bank transfer so that we can get the grant funds to you as promptly and safely as possible.

You will be receiving an email from our Finance Department with payment options for direct deposit or check payment. The instructions will lead you through a simple upload of the bank information into our secure server that is accessible only by our Finance staff. This will ensure your banking information is protected and available for processing our payment to you. Once the Finance Department receives the bank information, they will confirm the deposit date. **After receiving confirmation from you that the funds were received into your account, Finance will delete all your banking information from our server.** If you would prefer payment by check, please indicate your preference by checking the box on the form you will receive from Finance. If you have any questions regarding the payment, process, please contact Paula Herring, Vice President and Treasurer at 214.826.9431 or email her at [pherring@mfi.org](mailto:pherring@mfi.org).

For all other matters related to your grant, please contact your Program Officer, Cindy Patrick. We encourage you to share the information about your grant to the media to communicate the mission of your organization and to inform the public of the role philanthropy plays in meeting the needs of the community. In this regard, please review Paragraph 7 of the enclosed contracts and the information sheet on the Meadows Foundation.

The Meadows Foundation is proud to assist your organization's efforts toward initiating a psychology internship training program to increase the number of psychologists practicing mental healthcare in Texas.

With best wishes,



Bruce H. Esterline

BHE:jms/Enclosures

85

THE MEADOWS FOUNDATION  
GRANT CONTRACT

MEETING DATE: March 8, 2013  
GRANT NUMBER: 2013030044  
AMOUNT: \$35,000

GRANTEE: Travis County Juvenile Probation Department ("Grantee")

PURPOSE: Toward initiating a psychology internship training program to increase the number of psychologists practicing mental healthcare in Texas

TERMS AND CONDITIONS: Payable June 10, 2013

1. This grant is for the specific purpose(s) set forth herein, as derived from the attached exhibit budget, and monies received under this agreement and any investment income earned by Grantee with respect to such monies, should be expended for no other purpose(s) without the express, written approval of the Meadows Foundation. Any earnings accruing from these grant funds should be credited to the support of the activity being funded and added to the balance of that account.

2. Grantee specifically agrees that no part of the funds received from this grant will be used to carry on propaganda, influence legislation, influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive.

3. Grantee understands that under the terms of the charter of the Meadows Foundation, grant monies are awarded for the use of grant recipients within the State of Texas for the benefit of the people of Texas.

4. Grantee agrees immediately to notify the Meadows Foundation, in writing, if (i) Grantee's federal tax status is revoked or altered; (ii) Grantee has reasonable grounds to believe that its tax exempt status may be revoked or altered; or, (iii) Grantee has reason to believe that these grant monies cannot be or continue to be expended for the specified purpose(s). In the event that Grantee loses its tax exempt status before all funds under this grant are dispensed, this grant contract will be considered null and void and all obligations of the Meadows Foundation hereunder will terminate.

5. Grantee certifies that the instant grant will not jeopardize Grantee's status as not a private foundation under Section 509 of the Internal Revenue Code.

6. Grantee will cooperate with the Meadows Foundation in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the Meadows Foundation to establish the fact that it has observed all requirements of the law with respect to this grant.

7. The Meadows Foundation retains the right to release information regarding this grant to any public media. Permission is hereby given for Grantee to use any wording contained in this contract, the accompanying letter, and the attached

information sheet in press releases. Only proposed releases for publication or broadcast containing additional information need be submitted to the Foundation for approval. Grantee agrees to forward to the Meadows Foundation copies of any news releases, published materials, or media articles mentioning this grant which come to Grantee's notice or attention.

8. Grantee agrees to submit a final report to the Meadows Foundation on the expenditure of Foundation funds. The report should be received on or about October 10, 2013. The report should include a statement of your progress toward reaching your goals and a financial report. You will receive a notice and forms prior to the report due date. Sample report forms are attached. Final reporting forms are to be submitted only when all of the grant funds are substantially expended or encumbered. In all correspondence concerning this grant, reference should be made to the grant number designated on the previous page.

9. The Meadows Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe Grantee's program, discuss the program with Grantee's personnel and review financial and other records and materials connected with the activities financed by this grant.

10. This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein and in the accompanying letter of notification of award. The signature on this document of the persons authorized to make legal contracts for Grantee will represent Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant.

The undersigned officials of Travis County Juvenile Probation Department have carefully read this contract and agree to the terms and conditions stated herein.

THE MEADOWS FOUNDATION

TRAVIS COUNTY JUVENILE  
PROBATION DEPARTMENT

By: Bruce H. Esterline  
Bruce H. Esterline  
Vice President-Grants

By: \_\_\_\_\_  
The Honorable Samuel T. Biscoe  
County Judge

Date: March 18, 2013

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Estela P. Medina  
Chief Juvenile Probation Officer

Date: \_\_\_\_\_

### GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
<b>Department/Division:</b>	Family Support Services	
<b>Contact Person/Title:</b>	Jim Lehrman - FSS Director / Sandra Valenzuela - Senior Planner	
<b>Phone Number:</b>	854-9879/854-3732	

<b>Grant Title:</b>	Basic Transportation Needs Fund Bus Pass Program				
<b>Grant Period:</b>	From:	9/01/2012	To:	08/31/2013	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>		
<b>Grantor:</b>	Basic Transportation Needs Fund of the Austin Community Foundation				
<b>Will County provide grants funds to a subrecipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
<b>Are the grant funds pass-through another agency? If yes list originating agency below</b>	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>			
<b>Originating Grantor:</b>	Capital Metro				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:		0	0	0	\$0
Operating:	5,790	0	0	0	\$5,790
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
<b>Total:</b>	<b>\$5,790</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,790</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
			\$0		

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JCA	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
There is no applicable measure. FSS and BTNF measure progress toward providing basic needs assistance to eligible persons..						
<b>Measures For Grant</b>						
Number of bus passes distributed to eligible persons	62 daily 420 7-day					688 daily 4620 7-day
Outcome Impact Description	This program will offset the transportation costs of the working poor, refugees and homeless persons served by FSS. By offering passes to our FSS clients, we are maximizing our investment in services to the client by ensuring that they will have transportation to get to medical appointments, job interviews or other service sites and it won't be lack of bus fare that keeps them from continuing to move toward self-sufficiency.					
Outcome Impact Description						
Outcome Impact Description						

**PBO Recommendation:**

This grant contract provides bus passes to HHS that it can then give to qualified clients. There is no grant match requirement and no indirect costs allowed given that the grantor provides reduced-price bus passes and not funding. PBO recommends approval of this request.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing program?

Travis County HHS/VS is requesting 750 daily and 1120 weekly passes from the Basic Transportation Needs Fund [BNTF] for distribution to working poor, homeless, and refugee clients served through our Family Support Services [FSS] sites. We estimate that at least 1800 clients will receive passes through this initiative so that they can obtain needed services at other sites, attend medical appointments, and travel to job interviews and employment training.

Persons at or below 150% of the federal poverty income guideline (FPIG) served by TCHHS/VS FSS sites will be eligible to receive bus passes through the BNTF program. TCHHS/VS' FSS sites are the largest providers of emergency assistance for individuals and families in Travis County. There are seven sites located throughout the county. Key FSS services consist of rental and/or utility assistance for eligible individuals, as well as food from our pantries for those requiring food assistance. For most types of assistance, households at or below 125% of the FPIG are eligible. There are five sites which will utilize bus passes requested in this application:

Jonestown, Oak Hill, Post Road, Palm Square and Del Valle. [The remaining two are not participating because they lack bus services through Capital Metro.] In 2010-2011, some FSS sites distributed bus passes to clients under 150% FPIG. Most of these clients used their passes to get to medical appointments and to look for work. Other uses include accessing services at another agency they had been referred to by a TCHHS/VS case manager and traveling to work. The purpose of this program is to offset the transportation costs of the working poor, refugees and homeless persons served by TCHHS/VS. By offering passes to our FSS clients, we are maximizing our investment in services to the client by ensuring that they will have transportation to get to medical appointments, job interviews or other service sites and it won't be lack of bus fare that keeps them from continuing to move toward self-sufficiency.

Leveraging opportunities presented by this grant are numerous. TCHHS/VS has been partially funding the Capital Metro route serving Del Valle for a number of years. A grant from the BNTF will enable more working poor, homeless and refugee clients to utilize this route, therefore maximizing our investment in this vital piece of local transportation infrastructure. Most FSS sites are co-located with other services that many clients utilize in addition to FSS services. The FSS Oak Hill site is co-located with a WIC site, a CommunityCare Clinic, services for seniors, a Justice of the Peace Court, and a Travis County tax office. The Del Valle FSS site is co-located with a WIC site, a CommunityCare Clinic, as well as SMART, a substance abuse treatment program for ex-offenders, Travis County Correctional Complex and a senior program. The Post Road FSS site is co-located with an Attorney General Child Support Court, Services for the Deaf and Hard of Hearing, Travis County Drug Diversion Court, and the Offices of both the Juvenile Public Defender and the Mental Health Public Defender. Palm Square FSS is co-located with the Office of Children's Services, Workforce Solutions, Goodwill Industries, Travis County Veterans Service, and Children FIRST. The bus passes distributed to FSS clients will maximize utilization and efficiency of services provided at organizations co-located with FSS sites.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

No additional funds are required.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Funding is only provided in the form of reduced-fare bus passes. No actual funds will be awarded. There is no indirect cost allocation.

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If (2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes

6. If this is a new program, please provide information why the County should expand into this area.

TCHHS/VS has provided bus passes to FSS clients, so in that sense, this program would not be an expansion into a new area. The BNTF is, however, a newly created initiative. A high percentage of clients served by TCHH/VS through FSS programs are transit-dependent. This means that due to age, disability, income or lack of a working car, they are more likely to be reliant on public transportation to meet basic life needs such as obtaining food, accessing health care, or getting to work. Transit-dependent populations face many challenges. For those living in central areas of the city, a trip to work or a doctor's office will often require a number of transfers and several hours from door to door. For those living in outlying areas of the County, public transportation infrastructure is not robust enough to meet the needs of working families and individuals without imposing significant hardship.

A recent analysis performed by KFH Group, Inc. found that, relative to other counties in the region, most of Travis County has a high density of transit-dependent individuals. Those transit-dependent individuals who speak languages other than English and/or are members of minority communities are transit-dependent at higher rates than their white, English-speaking counterparts. Offsetting the cost of transportation makes it possible for these populations to use their scarce resources to meet other basic needs as they move toward self-sufficiency.

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This program will incur a very minimal increase of administrative, reporting, and tracking tasks on FSS staff. The benefits accrued to TCHHS/VS will be that our investment in FSS services will be maximized by offering transportation to FSS clients so they can access referral services, get to medical appointments and search for employment. FSS and BTNF measure progress toward providing basic needs assistance to eligible persons.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
502 E. Highland Mall Blvd.  
P. O. Box 1748  
Austin, Texas 78767**

**Sherri E. Fleming  
County Executive  
for TCHHSVS  
(512) 854-4100  
Fax (512) 279-1608**

**Date:** March 27, 2013

**TO:** MEMBERS OF THE COMMISSIONERS COURT

**FROM:**

*Sherri E. Fleming*  
Sherri E. Fleming, County Executive

Travis County Health and Human Services and Veterans Service

**SUBJECT:** Acceptance of 2012-2013 Memorandum of Understanding for Basic Transportation Needs Fund from the Austin Community Foundation

**Proposed Motion:** Consider and take appropriate action to approve the Memorandum of Understanding with Austin Community Foundation to commence the 2012 Basic Transportation Needs Fund program

**Summary and Staff Recommendation:** Staff requests the acceptance of the attached Memorandum of Understanding. The BTNF award received in 2012 will provide for 750 daily and 1120 weekly bus passes worth \$5,790. Bus passes will be distributed to Family Support Services clients at Health and Human Services and Veterans Service (TCHHS/VS) Community Centers throughout the county. HHS/VS estimates that at least 1800 clients will receive passes at the various centers allowing them to attend medical appointments, travel to job interviews and employment training.

The final agreement, or MOU, however, between Capital Metro and the County is still pending Court approval. Approval by the Commissioners' Court will allow the program to commence.

Staff recommend approving the MOU.



**Budgetary and Fiscal Impact:** The non-cash award equivalent of \$5,790 in bus passes does not require a cash or in-kind match.

**Issues and Opportunities:**

The purpose of this program is to offset the transportation costs of the working poor, refugees and homeless persons served by TCHHS/VS. By offering passes to FSS clients, Travis County HHS/VS is maximizing its investment in services to the client by ensuring that they will have transportation to get to appointments, job interviews or other service sites.

**Background:**

A recent analysis performed by KFH Group, Inc. found that, relative to other counties in the region, most of Travis County has a high density of transit-dependent individuals. Those transit-dependent individuals who speak other than English and/or are members of minority communities are transit-dependent at higher rates than their white, English-speaking counterparts. Offsetting the cost of transportation makes it possible for these populations to use their scarce resources to meet other basic needs as they move toward self-sufficiency.

cc: Leslie Browder, County Executive, Planning and Budget Office  
Diana Ramirez, Assistant Budget Director, Planning and Budget Office  
Mary Etta Gerhardt, Assistant County Attorney  
Jessie Mars, Financial Auditor Analyst, County Auditor  
Jim Lehrman, Social Services Director, Family Support Services  
Kathleen Haas, Financial Services Director, HHS/VS

## Basic Transportation Needs Fund – A Fund of the Austin Community Foundation

### 2012-2013 Capital Metro Pass Program

#### Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into between Travis County, a political subdivision of the State of Texas (“Agency”), and Austin Community Foundation (“ACF”), a non-profit organization acting as fiscal agents for funds provided by Capital Metro in establishing the Basic Transportation Needs Fund.

The undersigned authorized agents of Travis County agree to meet the criteria for participation with the Basic Transportation Needs Fund (BTNF), described herein:

- 1. Eligibility:** The Agency will have a Non-Profit Tax-Exempt Status with the IRS or be a government agency, and have an established Capital Metro Pass distribution program. The Agency is responsible for determining client eligibility. The passes will directly serve “Eligible Low-Income Individuals,” which is defined as an individual whose family income is at or below 150 percent of the federal poverty line.
- 2. Discrimination:** The Agency will not exclude recipients on the grounds of race, religion, national origin, gender, veteran’s status, disability, medical condition, age or sexual orientation. The Agency will not require recipients to be a member of any organization or participate in any religious service as a condition for distribution or receipt of Capital Metro Passes.
- 3. Distribution:** The Agency will distribute Capital Metro Passes free of charge directly to Agency clients and will not receive money, property or other services or redistribute to another agency, group or organization. Agency may not distribute Capital Metro Passes provided through this program to another agency, group or organization for redistribution. The Agency will not sell or exchange Capital Metro Passes for money, property or other services.
- 4. Tracking & Reporting:** The Agency will keep sufficient records (1) to support eligibility determinations, and (2) to track the distribution of Capital Metro Passes (e.g. distribution records, BTNF reports, etc.). Records shall be maintained in an accessible format for at least three years after an Agency’s program end date. The Agency must submit a monthly report (Exhibit A – Client Distribution Report) that will provide BTNF with requested

## Basic Transportation Needs Fund – A Fund of the Austin Community Foundation

information (e.g. services statistics, client demographics, research data, etc.) and will allow site visits to monitor the program or to review books and records, sometimes without prior notification.

**5. Public Relations:** The Agency agrees that:

- a. BTNF may publish their name as a participant in BTNF.
- b. BTNF may use Agency's trademarks on BTNF material.
- c. BTNF may use testimonials obtained with the Agency's assistance from their clientele concerning BTNF or Agency's programs that benefit from BTNF.

**6. Policies and Procedures:** The Agency will comply with appropriate federal rules and regulations including:

- a. 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. 49 CFR Part 19, Uniform Administrative Requirements for Grants And Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- c. OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations.

**7. Point of Contact & Communication:** The Agency will assign at least one key person to work with BTNF and provide direct contact information, phone number and email address. This person will be responsible for issues that may arise between the Agency and BTNF. This representative must present identification at the time of purchase, pick-up and transport of Capital Metro Passes from BTNF office. The Agency will notify BTNF of any changes in tax-exempt status, address, contact information, key personnel or the distribution of Capital Metro Passes.

**8. Basic Transportation Needs Fund (BTNF) Definitions and Client Distribution Report** are attached hereto and incorporated by reference herein

**9. Storage of passes:** The Agency will have adequate storage space to ensure the integrity and security of Capital Metro Passes until they are distributed.

**10. Liability:** The Agency acknowledges that BTNF, Capital Metropolitan Transportation Authority, the Austin Community Foundation and all Sponsors expressly disclaim any implied warranties of merchantability or fitness for a particular use. The Agency releases BTNF, Capital Metropolitan Transportation Authority, the Austin Community Foundation and all Sponsors from any liability resulting from the use of the Capital Metro Passes and ~~further agrees~~

# Basic Transportation Needs Fund – A Fund of the Austin Community Foundation

~~to indemnify and hold BTNF, Capital Metropolitan Transportation Authority, the Austin Community Foundation and all Sponsors free and harmless against all and any liability, damages, losses, claims, causes of actions and suits of law or inequity or any obligation whatsoever arising out of or attributed to any action of said Agency or any personnel employed by said Agency in connection with the storage, distribution and use of all Capital Metro Passes.~~

11. **Termination of MOU:** BTNF reserves the right, as its sole discretion, to suspend and/or terminate the Agency's membership per this Memorandum of Understanding. The Agency has the right to appeal and/or reapply. The Agency or BTNF may terminate this agreement at any time by transmitting a written notice to the other at least thirty (30) days before the date upon which the termination is to become effective. Upon termination of this agreement, any undistributed Capital Metro Passes will be returned to BTNF, along with a final report as to the use of any distributed Capital Metro Passes not previously reported.

Basic Transportation Needs Fund (BTNF)

By: 

Name: John Michael V. Cortez

Title: Fund Representative

Date: 03/01/2013

Agency

By: \_\_\_\_\_

Name: Samuel T. Biscoe

Title: Travis County Judge

Date: \_\_\_\_\_

**Travis County Health and Human Services and Veterans Service  
Basic Transportation Needs Fund - Bus Pass Program 2012-2013**

**Overview**

**Organization:** Travis County Health and Human Services and Veterans Service [TCHHS/VS]

**Contact Name:** Jim Lehrman, Director, Family Support Services, TCHHS/VS

**Contact phone and email:** 512-854-9879; Jim.Lehrman@co.travis.tx.us

**Website:** [http://www.co.travis.tx.us/health\\_human\\_services/default.asp](http://www.co.travis.tx.us/health_human_services/default.asp)

**Amount of Funding Requested:** \$5,790

**Category requested:** Bus Passes

**Project Description**

Travis County HHS/VS is requesting 750 daily and 1120 weekly passes from the Basic Transportation Needs Fund [BNTF] for distribution to working poor, homeless, and refugee clients served through our Family Support Services [FSS] sites. We estimate that at least 1800 clients will receive passes through this initiative so that they can obtain needed services at other sites, attend medical appointments, and travel to job interviews and employment training.

*Who will receive the passes:* Persons at or below 150% of the federal poverty income guideline (FPIG) served by TCHHS/VS FSS sites will be eligible to receive bus passes through the BNTF program. TCHHS/VS' FSS sites are the largest providers of emergency assistance for individuals and families in Travis County. There are seven sites located throughout the county. Key FSS services consist of rental and/or utility assistance for eligible individuals, as well as food from our pantries for those requiring food assistance. For most types of assistance, households at or below 125% of the FPIG are eligible. There are five sites which will utilize bus passes requested in this application: Jonestown, Oak Hill, Post Road, Palm Square and Del Valle. [The remaining two are not participating because they lack bus services through Capital Metro.] In 2010-2011, some FSS sites distributed bus passes to clients under 150% FPIG. Most of these clients used their passes to get to medical appointments and to look for work. Other uses include accessing services at another agency they had been referred to by a TCHHS/VS case manager and traveling to work.

*Need:* A high percentage of clients served by TCHH/VS through FSS programs are transit-dependent. This means that due to age, disability, income or lack of a working car, they are more likely to be reliant on public transportation to meet basic life needs such as obtaining food, accessing health care, or getting to work. Transit-dependent populations face many challenges. For those living in central areas of the city, a trip to work or a doctor's office will often require a number of transfers and several hours from door to door. For those living in outlying areas of the County, public transportation infrastructure is not robust enough to meet the needs of working families and individuals without imposing significant hardship.

A recent analysis performed by KFH Group, Inc. found that, relative to other counties in the region, most of Travis County has a high density of transit-dependent individuals. Those transit-dependent individuals who speak languages other than English and/or are members of minority communities are transit- dependent at higher rates than their white, English-speaking

**Travis County Health and Human Services and Veterans Service  
Basic Transportation Needs Fund - Bus Pass Program 2012-2013**

counterparts.<sup>1</sup> Offsetting the cost of transportation makes it possible for these populations to use their scarce resources to meet other basic needs as they move toward self-sufficiency.

*Purpose:* The purpose of this program is to offset the transportation costs of the working poor, refugees and homeless persons served by TCHHS/VS. By offering passes to our FSS clients, we are maximizing our investment in services to the client by ensuring that they will have transportation to get to medical appointments, job interviews or other service sites and it won't be lack of bus fare that keeps them from continuing to move toward self-sufficiency.

*Process to distribute:* As mentioned above, we will create an internal eligibility form for the bus pass program which will include all the information grantees are required to collect for the tracking form. FSS clients will fill out this simple eligibility form [sex, age, income, refugee or homeless status, kind of pass requested, purpose/use of pass] and if the client meets requirements, passes will be distributed at that time. Staff will enter information from the eligibility form into an online database. Once entered, this information will be used to populate the monthly reports required by BNTF. Some FSS sites use a similar system for the Family Eldercare fan distribution program so we feel confident that this tracking and reporting system will be sufficient to meet grant requirements.

**Performance**

We estimate that the requested bus passes will enable the target population to take a minimum of 9,500 rides in the 12-month period. Performance will be tracked using the monthly tracking form provided by the BNTF, which will be populated with data from our internal eligibility form described in the previous paragraph.

**Leveraging**

TCHHS/VS has been partially funding the Capital Metro route serving Del Valle for a number of years. A grant from the BNTF will enable more working poor, homeless and refugee clients to utilize this route, therefore maximizing our investment in this vital piece of local transportation infrastructure. Most FSS sites are co-located with other services that many clients utilize in addition to FSS services. The FSS Oak Hill site is co-located with a WIC site, a CommunityCare Clinic, services for seniors, a Justice of the Peace Court, and a Travis County tax office. The Del Valle FSS site is co-located with a WIC site, a CommunityCare Clinic, as well as SMART, a substance abuse treatment program for ex-offenders, Travis County Correctional Complex and a senior program. The Post Road FSS site is co-located with an Attorney General Child Support Court, Services for the Deaf and Hard of Hearing, Travis County Drug Diversion Court, and the Offices of both the Juvenile Public Defender and the Mental Health Public Defender. Palm Square FSS is co-located with the Office of Children's Services, Workforce Solutions, Goodwill Industries, Travis County Veterans Service, and Children FIRST. The bus passes distributed to FSS clients will maximize utilization and efficiency of services provided at organizations co-located with FSS sites.

---

<sup>1</sup> KFH Group, Inc. Update to Capital Area Coordinated Public Transit- Health and Human Services Transportation Plan, March 2011, <http://www.caction.org/CAN-Research/Reports/2011/CAMPO%20RTCC%20TM%204%20-%20Needs%20Assessment%203-17-11.pdf>, accessed June 7, 2012.



# Bus Pass Intake Form

<b>Date</b>						
<b>Name</b>						
<b>Age</b>						
<b>Address: (Street, apt #, City, Zip)</b>						
<b>County</b>						
<b>Male or Female</b>						
<b>Monthly Income (Include all adults in household)</b>						
<b>Race (circle one)</b>	Caucasian	Hispanic	Black/ Afro-American	Asian	Other	Unknown
<b>Do you have refugee status?</b>	Yes No					
<b>What is your living situation? (Circle One)</b>	<ul style="list-style-type: none"> <li>• Own Apt/Condo</li> <li>• Own Mobile Home</li> <li>• Own Single Family Home</li> </ul>	<ul style="list-style-type: none"> <li>• Public Housing Unit</li> <li>• Rent Multi Family Unit</li> <li>• Rent Mobile Home</li> <li>• Rent Single Family Home</li> <li>• Rent Room</li> <li>• Rent Subsidized Home</li> </ul>	<ul style="list-style-type: none"> <li>• Sleeping Outside or in Car</li> <li>• Someone Else's Home</li> <li>• Staying in Shelter</li> <li>• Nursing Home</li> </ul>			
<b>Staff Use Only:</b>	1 Weekly Pass		1 Daily Pass			
<b>Distribution Site:</b>	Travis County Health & Human Services Department, Jonestown Community Center					
<b>Submitted by:</b>						

## Declaration of Income:

I have received the amount of income indicated during the last thirty (30) days. I understand that, in the case of any misstatement of income or "no income", I may be liable for the full value of any assistance received and to criminal prosecution.

The undersigned individual(s) certify:

SSN: \_\_\_\_\_

DOB: \_\_\_\_\_

Gross Income \$ \_\_\_\_\_ (for all adults in the household for the last 30 days)

\_\_\_\_\_  
Signature Date





# Travis County HHSVS Bus Pass Tracking Database Form

## Travis County Bus Pass Procedures

1. An FSS staff member will create the user client in the system.
2. An FSS staff member will create the client computer in the Pass Tracking Form.
3. An FSS staff member will create the Daily Pass Tracking Form.
4. An FSS staff member will create the Bus Tracking Database Form.
5. An FSS staff member will create the Bus Passes in the annual program.

Name

Address

Age

- 7 to 18 years old  
 19 to 64 years old  
 65 and older

Address

City/State

County

Gender

Phone

County/Address

What is your vehicle type?



## TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input checked="" type="checkbox"/>
<b>Check One:</b>	Original: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
<b>Department/Division:</b>	Travis County Sheriff's Office	
<b>Contact Person/Title:</b>	Margaret Seville 1777	
<b>Phone Number:</b>	854-9804	

<b>Grant Title:</b>	State Criminal Alien Assistance Program - SCAAP 12		
<b>Grant Period:</b>	From: <input type="text" value="07/01/2010"/>	To: <input type="text" value="06/30/2011"/>	
<b>Fund Source:</b>	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
<b>Grantor:</b>	US Department of Justice - Bureau of Justice Assistance		
<b>Will County provide grant funds to a sub-recipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through from another agency? If yes, list originating agency below.</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 492,999	\$ 0	\$ 0	\$ 0	\$ 492,999
Operating:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Totals:</b>	<b>\$ 492,999</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 492,999</b>
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	MN	
County Attorney	<input type="checkbox"/>		N/A

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+   - <b>Applicable Departmental Measures</b>					
1.					
2.					
3.					
+   - <b>Measures for the Grant</b>					
1.					
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

**PBO Recommendation:**

The Commissioners Court approved acceptance of the 2012 SCAAP award in November 2012. The Travis County Sheriff's Office provided a list of proposed projects at the time of acceptance. Since that time, the office has identified the need for additional power generators at the Travis County Correctional Complex and would like to reallocation \$70,333 of SCAAP Resources that were proposed for counter top replacements in Central Booking and Travis County Correctional Complex Pavilion Project. PBO supports the reallocation of these grant funds for this higher priority need as expressed by the office.

PBO recommends approval.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

Existing program to reimburse Travis County for expenses related to the housing of inmates

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

None

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

NA

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

Not Allowed

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No program attached to this reimbursement - Impact would decrease in fund revenue which is currently tied to correctional costs

6. If this is a new program, please provide information why the County should expand into this area.

Not a new program - Travis County has participated since 1998 in SCAAP

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

This grant reimbursement program provides for recovery of funds expended for the housing of persons deemed to be of non-legal status by the Immigration and Customs Enforcement Office. Since 2007 the expenditure of these funds must be tied to corrections related operations. While no formal measures are tied to the program, the fund income does offset general fund expenditures.



JAMES SYLVESTER  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

DARREN LONG  
Major - Corrections

PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**March 27, 2013**

**MEMORANDUM**

**TO:** Honorable Sam Biscoe, County Judge  
Honorable Ron Davis, Commissioner, Precinct 1  
Honorable Sarah Eckhardt, Commissioner, Precinct 2  
Honorable Gerald Daugherty, Commissioner, Precinct 3  
Honorable Margaret Gomez, Commissioner, Precinct 4

**FROM:** Margaret H Seville 1777, Research and Planning

**SUBJECT:** 2012 State Criminal Alien Assistance Program - Projects

On November 27, 2012 the court approved acceptance of award from the United States Department of Justice, Bureau of Justice Assistance for the 2011 State Criminal Alien Assistance Program (SCAAP) in the amount of **\$492,999**.

This federal program, as governed by Section 241(i) of the Immigration and Naturalization Act, 8 USC 1231(i) and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, provides for partial reimbursement of local expenses incurred for housing persons incarcerated who are determined to have not been of legal immigration status at that time.

The federal guidelines for use of these funds now indicate that they can only be used for corrections related areas and at the time we advised the court that TCSO was working in conjunction with PBO to ensure that these funds are used within the federal guidelines while best serving the needs of the TCSO Corrections Bureau and due to their being one-time to use them for one-time expenditures.

On January 29<sup>th</sup>, 2013 item 20b the Court approved a list of items that the Sheriff's Office Corrections Bureau requested to spend the funds on. At this time the Sheriff's Office is requesting to remove a couple of items from the list and replace them with a higher priority item.

On February 25<sup>th</sup>, 2013 high winds caused a power failure at the Travis County Correctional Complex (TCCC) due to downed power lines coming into the complex. At the time buildings switched to generator power and it was discovered that there are some additional pieces of essential equipment that should be on generator power. Due to this change in priorities we are submitting a change in the SCAAP projects proposed to use these funds on.

The following is a listing of the projects approved January 29<sup>th</sup> and the approximate expenditures of each project:

<b>Project</b>	<b>Projected Costs</b>
VC Cell Conversion of HSB and TCJ M00	\$ 265,333.00
Inmate Computer Lab	\$ 30,000.00
Visitation Plaza	\$ 64,333.00
HSB Food Chutes	\$ 30,000.00
CBF Countertop Replacement	\$ 30,000.00
CBF Open Seating Separation/Renovation	\$ 24,000.00
TCCC Pavilion for SWAP Program	\$ 40,333.00
Building 3 Sink Replacement	\$ 9,000.00

At this time we propose removing the CBF Countertop Replacement and the TCCC Pavilion for the SWAP Program and reprogramming that money to the Building 100 Emergency Backup Power project which is a higher priority.

There may be need, once work starts, to reallocate money between projects, however before any money is used for a project not listed above the Sheriff's Office will work with PBO to ensure proper authorization.

If you have any questions please feel free to contact my office at 854-9804.

Your support and approval of this award and project is appreciated.

CC. Travis Gatlin, PBO  
Matt Naper, Auditor's Office  
Jim Connolly, County Attorney's Office  
Maria Wedhorn, TCSO Finance  
File



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By/Phone Number:** Norman McRee/854-4821

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning & Budget *LB*

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$778,673.30 for the period of March 29 to April 4, 2013.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

### STAFF RECOMMENDATIONS:

The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$778,673.30.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$778,673.30

### REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to [Agenda@co.travis.tx.us](mailto:Agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** April 16, 2013

**TO:** Members of the Travis County Commissioners Court

**FROM:** John Rabb, Benefits Manager

**COUNTY DEPT.** Human Resources Management Department (HRMD)

**DESCRIPTION:** United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

**PERIOD OF PAYMENTS MADE:** March 29, 2013 to April 4, 2013

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$778,673.30

**HRMD RECOMMENDATION:** The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$778,673.30.

Please see the attached reports for supporting detail information.

**TRAVIS COUNTY  
HOSPITAL AND INSURANCE FUND  
SUPPORTING DETAIL FOR THE  
WEEKLY REIMBURSEMENT REQUEST TO  
COMMISSIONERS COURT  
FOR THE PAYMENT PERIOD  
MARCH 29, 2013 TO APRIL 4, 2013**

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. FY Comparison of Paid Claims to Budget.**
- Page 5. Notification of amount of request from United Health Care (UHC) (Bank of America)**
- Page 6. Last page of the UHC Check Register for the Week.**
- Page 7. List of payments deemed not reimbursable.**
- Page 8. Journal Entry for the reimbursement.**

TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: April 16, 2013  
 TO: Nicki Riley, County Auditor  
 FROM: Norman McRee, HR Financial Analyst  
 COUNTY DEPT. Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:  
 FROM: March 29, 2013  
 TO: April 4, 2013

**REIMBURSEMENT REQUESTED: \$ 778,673.30**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,913,721.66
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: April 9, 2013	\$ (1,143,736.22)
Adjust to balance per UHC	\$ 8,687.86
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 778,673.30</b>
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 778,673.30</b>

The claims have been audited for eligibility and all were eligible in the period covered by the claim.


All claims over \$25,000 ( 2 this week totaling \$67,438.64) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.


Fifteen percent (15%) of all claims under \$25,000 (\$124,795.36) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

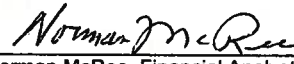
All claims have been reviewed to determine if they have exceeded the \$250,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life. Reimbursements are posted as revenue and claims totals shown are gross of stop loss. Cumulative fiscal year stop loss reimbursements from Sun Life total \$574,103.69.

All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

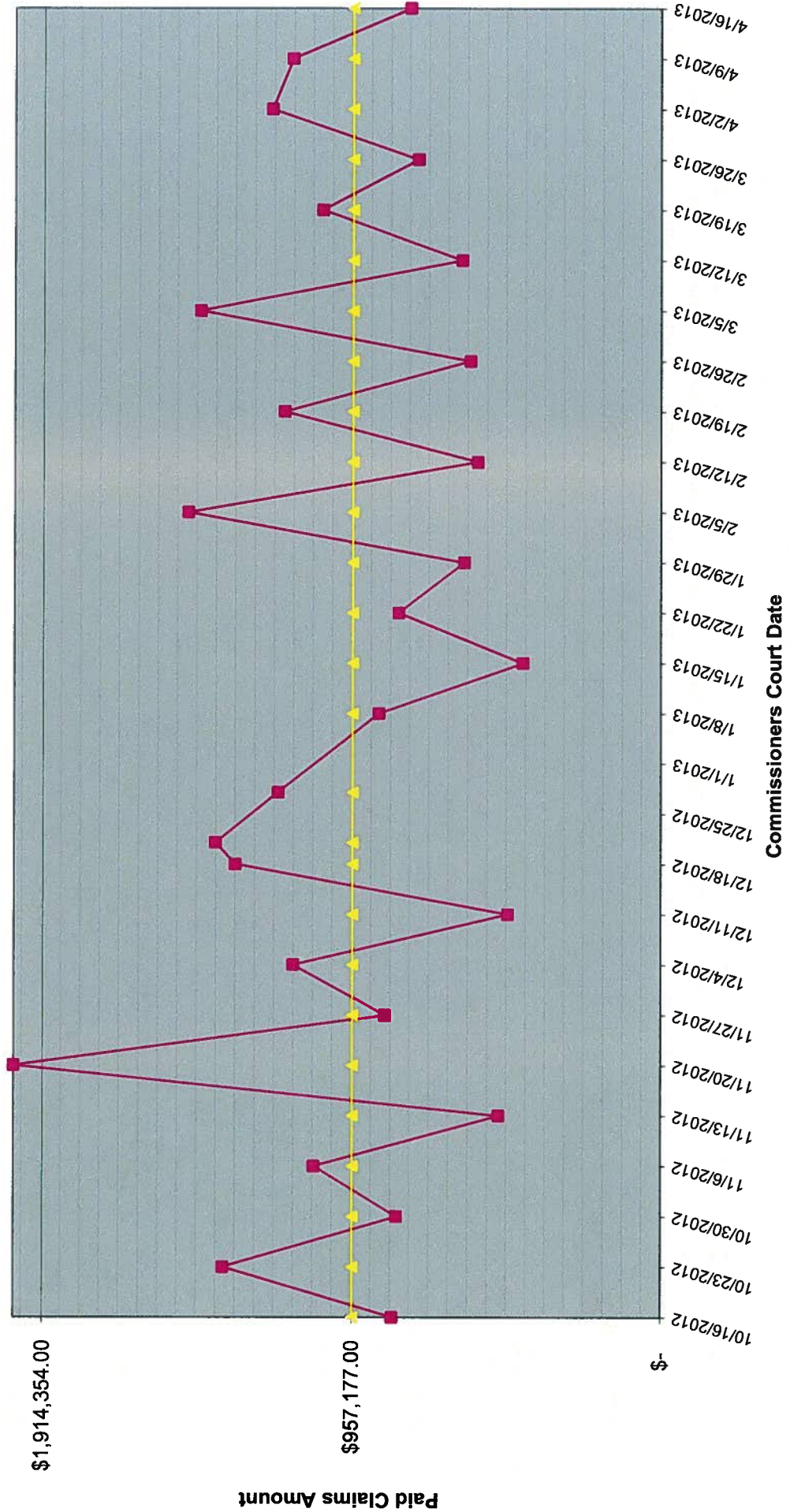
  
 John Rabb, Benefits Manager 4/5/13  
Date

  
 Shannon Steele, Benefits Administrator 4/5/13  
Date

  
 Norman McRee, Financial Analyst 4/5/13  
Date

\*\* Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

### Travis County Employee Benefit Plan FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23



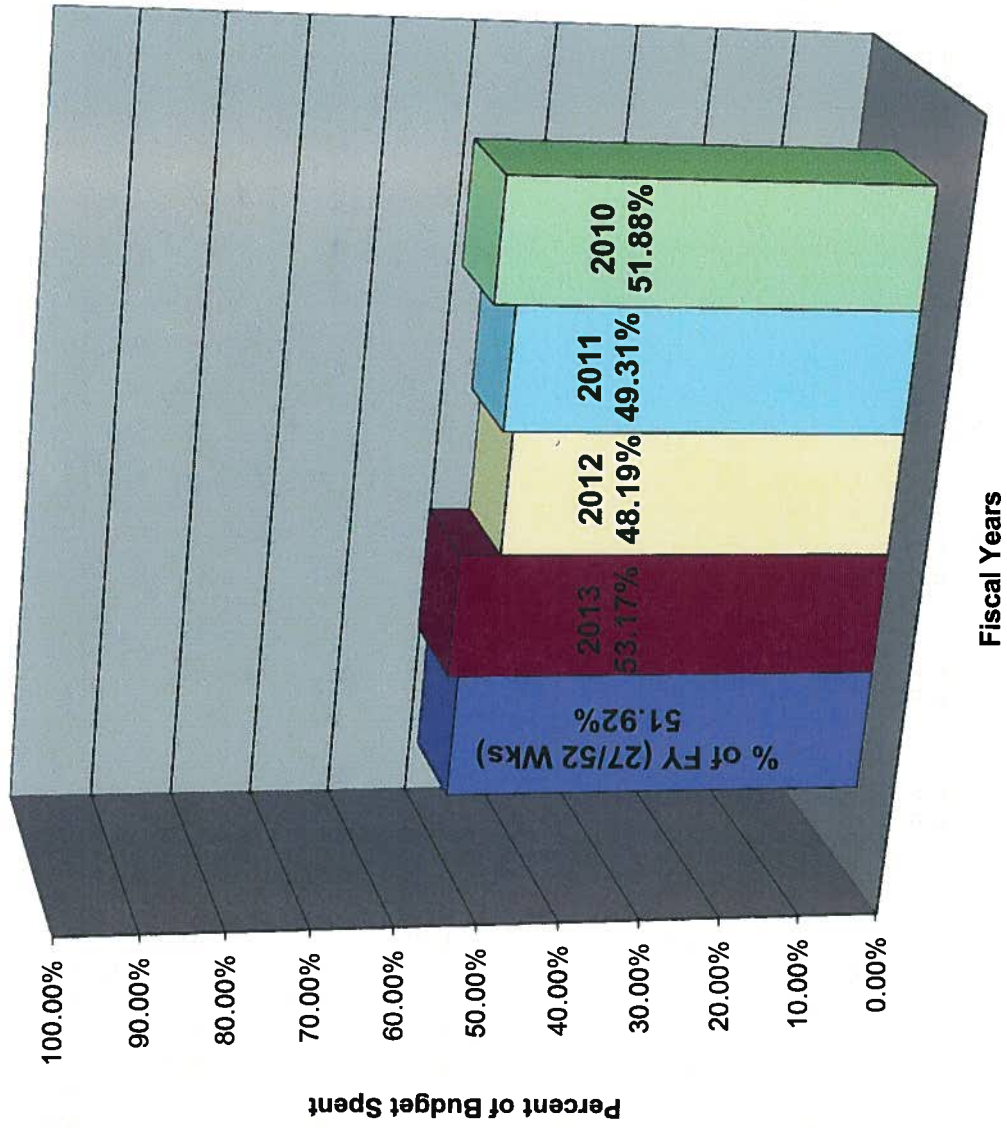
### Travis County Employee Benefit Plan FY13 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	\$ 833,295.36	\$ 957,177.23	2	\$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/11/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	\$ 1,076,062.49	\$ 957,177.23	1	\$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	\$ 503,241.86	\$ 957,177.23	0	\$ -	9.22%	7.69%
6	11/2/2012	11/8/2012	11/20/2012	\$ 2,004,819.80	\$ 957,177.23	4	\$ 832,945.50	13.25%	10.01%
7	11/9/2012	11/15/2012	11/27/2012	\$ 856,605.61	\$ 957,177.23	7	\$ 345,370.77	14.97%	11.71%
8	11/16/2012	11/22/2012	12/4/2012	\$ 1,140,771.38	\$ 957,177.23	0	\$ -	17.26%	14.05%
9	11/23/2012	11/29/2012	12/11/2012	\$ 474,802.74	\$ 957,177.23	2	\$ 98,896.45	18.21%	14.57%
10	11/30/2012	12/6/2012	12/18/2012	\$ 1,319,676.15	\$ 957,177.23	4	\$ 142,853.98	20.87%	17.30%
11	12/7/2012	12/13/2012	12/21/2012	\$ 1,380,972.18	\$ 957,177.23	8	\$ 726,479.65	23.64%	18.57%
12	12/14/2012	12/20/2012	12/28/2012	\$ 1,187,151.92	\$ 957,177.23	3	\$ 148,596.86	26.03%	20.69%
13	12/21/2012	12/27/2012	1/8/2013	\$ 875,593.97	\$ 957,177.23	5	\$ 262,457.31	27.79%	21.80%
14	12/28/2012	1/3/2013	1/15/2013	\$ 428,312.76	\$ 957,177.23	2	\$ 58,763.15	28.65%	22.93%
15	1/4/2013	1/10/2013	1/22/2013	\$ 814,824.53	\$ 957,177.23	0	\$ -	30.28%	25.13%
16	1/11/2013	1/17/2013	1/29/2013	\$ 610,955.41	\$ 957,177.23	1	\$ 41,841.23	31.51%	26.89%
17	1/18/2013	1/24/2013	2/5/2013	\$ 1,466,572.26	\$ 957,177.23	4	\$ 192,975.28	34.46%	28.96%
18	1/25/2013	1/31/2013	2/12/2013	\$ 569,238.61	\$ 957,177.23	2	\$ 75,547.81	35.60%	30.05%
19	2/1/2013	2/7/2013	2/19/2013	\$ 1,169,082.60	\$ 957,177.23	1	\$ 25,851.04	37.95%	31.86%
20	2/8/2013	2/14/2013	2/26/2013	\$ 592,192.07	\$ 957,177.23	2	\$ 72,001.13	39.14%	34.26%
21	2/15/2013	2/21/2013	3/5/2013	\$ 1,429,268.44	\$ 957,177.23	3	\$ 250,943.12	42.01%	36.83%
22	2/22/2013	2/28/2013	3/12/2013	\$ 617,670.76	\$ 957,177.23	1	\$ 30,476.50	43.25%	38.55%
23	3/1/2013	3/7/2013	3/19/2013	\$ 1,051,038.00	\$ 957,177.23	2	\$ 61,077.22	45.36%	41.36%
24	3/8/2013	3/14/2013	3/26/2013	\$ 754,131.33	\$ 957,177.23	3	\$ 93,494.47	46.88%	42.83%
25	3/15/2013	3/21/2013	4/2/2013	\$ 1,207,753.63	\$ 957,177.23	5	\$ 187,944.03	49.30%	44.44%
26	3/22/2013	3/28/2013	4/9/2013	\$ 1,143,736.22	\$ 957,177.23	5	\$ 386,145.74	51.60%	46.79%
27	3/29/2013	4/4/2013	4/16/2013	\$ 778,673.30	\$ 957,177.23	2	\$ 67,438.64	53.17%	48.19%
28									
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
39									
40									
41									
42									
43									
44									
45									
46									
47									
48									
49									
50									
51									
52									

Paid & Budgeted Claims to Date	\$ 26,462,983.72	\$ 25,843,785.23
Paid Claims less Total Weekly Budget	\$ 619,198.49	

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

### Comparison of Claims to FY Budgets Week 27



**Norman Mcree**

---

**From:** SIFS FAX@UHC.COM  
**Sent:** Friday, April 05, 2013 2:24 AM  
**To:** Norman Mcree  
**Subject:** UHG FUNDING NOTIFICATION

**TO:** NORMAN MCREE                      **FROM:** UNITEDHEALTH GROUP  
**FAX NUMBER:** (512) 854-3128                      **AB5**  
**PHONE:** (512) 854-3828

**NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY**

**DATE:** 2013-04-05                      **REQUEST AMOUNT:** \$1,913,721.66

**CUSTOMER ID:** 00000701254  
**CONTRACT NUMBER:** 00701254 00709445  
**BANK ACCOUNT NUMBER:** 385015850067                      **ABA NUMBER:** 011900445  
**FUNDING**                      **ADVICE FREQUENCY:** DAILY  
**FREQUENCY:** FRIDAY    **INITIATOR:** CUST    **METHOD:** ACH    **BASIS:** BALANCE

---

**CALCULATION OF REQUEST AMOUNT**

+ ENDING BANK ACCOUNT BALANCE FROM: 2013-04-04                      \$792,373.31  
- REQUIRED BALANCE TO BE MAINTAINED:                      \$2,668,041.00  
+ PRIOR DAY REQUEST:                      \$00.00

= UNDER DEPOSIT:                                          \$1,875,667.69

+ CURRENT DAY NET CHARGE:                      \$38,053.97  
+ ISSUED CREDIT AMOUNT:                      \$00.00  
+ FUNDING ADJUSTMENTS:                      \$00.00

**REQUEST AMOUNT:**                                          \$1,913,721.66

---

**ACTIVITY FOR WORK DAY: 2013-03-29**

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$41,285.07	\$00.00	\$41,285.07
<b>TOTAL:</b>	<b>\$41,285.07</b>	<b>\$00.00</b>	<b>\$41,285.07</b>

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013\_04\_04

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$ 0.01	QG	11509481	AH	8	4/1/2013	100	4/3/2013	4/4/2013
701254	632	\$ 0.01	QG	11509481	AH	1	4/1/2013	100	4/3/2013	4/4/2013
701254	632	\$ 0.01	QG	11509481	AH	1	4/1/2013	100	4/3/2013	4/4/2013
701254	632	\$ 0.01	QG	11509481	AE	6	4/1/2013	100	4/3/2013	4/4/2013
701254	632	\$ (6.45)	QG	51265162	AH	9	11/20/2012	50	4/5/2013	4/4/2013
701254	632	\$ (7.50)	QG	71248374	AH	1	11/19/2012	50	4/3/2013	4/4/2013
701254	632	\$ (25.00)	QG	31384399	AH	6	1/16/2013	50	4/3/2013	4/4/2013
701254	632	\$ (25.00)	QG	3325726	AH	5	1/18/2013	50	4/3/2013	4/4/2013
701254	632	\$ (25.00)	QG	91888163	AH	1	3/29/2013	50	4/4/2013	4/4/2013
701254	632	\$ (29.57)	QG	21339752	AA	6	1/4/2013	50	4/2/2013	4/4/2013
701254	632	\$ (64.68)	QG	71359843	AH	1	1/16/2013	50	4/3/2013	4/4/2013
701254	632	\$ (91.18)	QG	81391883	AH	6	3/27/2013	50	4/2/2013	4/4/2013
701254	632	\$ (110.00)	RD	27149640	AA	1	4/3/2013	50	4/5/2013	4/4/2013
701254	632	\$ (124.80)	QG	92107732	AE	16	3/29/2013	50	4/4/2013	4/4/2013
701254	632	\$ (155.73)	QG	91873715	AH	5	11/20/2012	50	4/5/2013	4/4/2013
701254	632	\$ (163.65)	QG	91903249	AH	5	11/30/2012	50	4/5/2013	4/4/2013
701254	632	\$ (220.08)	QG	21341857	AH	5	3/30/2013	50	4/5/2013	4/4/2013
701254	632	\$ (317.02)	QG	71370331	AH	46	3/27/2013	50	4/2/2013	4/4/2013
701254	632	\$ (788.95)	PH	64319132	AE	8	3/30/2013	50	4/5/2013	4/4/2013

778,673.30



# ***Travis County Hospital and Insurance Fund - County Employees UHC Payments Deemed Not Reimbursable***

For the payment week ending: 04/04/2013

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
----------------	------------------	------------	--------------	------------	--------------	-----------------	-------------------	-------------------

**Total:** \$0.00

## Travis County - Employee Health Benefits Fund (8956)

### Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 04/4/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 116,901.61
	RR	1110068956	516110	\$ 5,544.70
			<b>Total CEPO</b>	<b>\$ 122,446.31</b>
EPO	EE	1110068956	516030	\$ 212,642.00
	RR	1110068956	516130	\$ 9,625.34
			<b>Total EPO</b>	<b>\$ 222,267.34</b>
PPO	EE	1110068956	516020	\$ 409,234.71
	RR	1110068956	516120	\$ 24,724.94
			<b>Total PPO</b>	<b>\$ 433,959.65</b>
			<b>Grand Total</b>	<b>\$ 778,673.30</b>

# Item 15



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 4/16/13

**Prepared By/Phone Number:** Cynthia Lam-Roldan, 854-4822

**Elected/Appointed Official/Dept. Head:** Leslie Browder, 854-9106 *LB*

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### AGENDA LANGUAGE:

Consider and take appropriate action on the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments; and
- B. Non-routine request from Sheriff's Office for a variance to Travis County Code § 10.03002, General Overview for Determining Pay Policy.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

**A. Routine Personnel Actions – Pages 2 – 7.**

**B. Non-Routine Personnel Action – Pages 7 - 11.**

**Sheriff's Office** requests approval for a salary adjustment that exceeds 10% above midpoint – Travis County Code § 10.03002, Position 30001935, Chaplain Sr, PG 17. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

### STAFF RECOMMENDATIONS:

N/A

### ISSUES AND OPPORTUNITIES:

N/A

### FISCAL IMPACT AND SOURCE OF FUNDING:

None.

### REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Leslie Browder, Planning and Budget Office, 854-9106

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



# Human Resources Management Department

700 Lavaca Street, 4<sup>th</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

## April 16, 2013

**ITEM # :**

**DATE:** April 5, 2013

**TO:** Samuel T. Biscoe, County Judge  
Ron Davis, Commissioner, Precinct 1  
Sarah Eckhardt, Commissioner, Precinct 2  
Gerald Daugherty, Commissioner, Pct. 3  
Margaret Gomez, Commissioner, Precinct 4

**VIA:** Leslie Browder, County Executive, Planning and Budget *LS*

**FROM:** Todd L. Osburn, Compensation Manager, HRMD *TLO*

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**A. Routine Personnel Actions – Pages 2 – 7.**

**B. Non-Routine Personnel Actions – Pages 7 - 11.**

**Sheriff's Office** requests approval for a salary adjustment that exceeds 10% above midpoint – Travis County Code § 10.03002, Position 30001935, Chaplain Sr, PG 17. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

LB/TLO

### Attachments

cc: Planning and Budget Department  
County Auditor  
County Auditor-Payroll (Certified copy)  
County Clerk (Certified copy)

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	04/08/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004826 / Park Maintenance Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD09 / 00 / \$25,812.80
New Hire	New Hire	04/08/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30050601 / Natural Resources Tech / 2 - Temporary / 06 - Hourly - No Bnf / GRD16 / 00 / \$17.80
New Hire	New Hire	04/01/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30050236 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$37,211.20
New Hire	New Hire	04/01/2013	N/A	N/A	3150 - County Clerk	30006531 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	03/21/2013	N/A	N/A	3150 - County Clerk	30006633 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	03/21/2013	N/A	N/A	3150 - County Clerk	30006630 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00

2

## WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	04/01/2013	N/A	N/A	3150 - County Clerk	30006675 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	04/08/2013	N/A	N/A	3300 - District Attorney	30001296 / Attorney IV / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$77,956.53
New Hire	New Hire	04/08/2013	N/A	N/A	3500 - Sheriff	30001959 / Registered Nurse Charge N / 1 - Regular / 02 - Full Time Non-Exempt / GRD22 / 00 / \$55,578.85
New Hire	New Hire	03/04/2013	N/A	N/A	3500 - Sheriff	30001919 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$39,623.17
Re-Hire	Re-Hire	04/01/2013	N/A	N/A	3400 - Justice of the Peace Pct 1	30050528 / Court Clerk I / 2 - Temporary / 06 - Hourly - No Bnf / GRD13 / 00 / \$14.54
Mobility	Career Ladder	03/08/2013	3500 - Sheriff	30002660 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002660 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	03/21/2013	3500 - Sheriff	30003139 / Dispatch Spc 911 / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,792.43	3500 - Sheriff	30003139 / Dispatch Spc Sr Training Coord 911 / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$38,147.20

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	04/04/2013	3500 - Sheriff	30002821 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002821 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	04/03/2013	3500 - Sheriff	30002502 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002502 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	03/19/2013	3500 - Sheriff	30003338 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 03 / \$54,414.67	3500 - Sheriff	30003338 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non- Exempt / GRD74 / 03 / \$58,681.38
Mobility	Demotion	04/03/2013	3410 - Justice of the Peace Pct 3	30001675 / Court Clerk II Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$42,673.21	3410 - Justice of the Peace Pct 3	30001673 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$36,272.23
Mobility	Interdpt Change	04/16/2013	1900 - STAR Flight	30005502 / Administrative Asst II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$36,853.23	1850 - Health and Human Sv and Vet Sv	30005479 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$29,120.00
Mobility	Promotion	04/16/2013	3200 - District Clerk	30001158 / Court Clerk Asst / 4 - Special Project / 02 - Full Time Non-Exempt / GRD11 / 00 / \$27,996.80	3200 - District Clerk	30001156 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,238.83
Mobility	Promotion	03/26/2013	3300 - District Attorney	30001417 / Victim Counselor Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$47,699.81	3300 - District Attorney	30001412 / Victim Witness Services Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$70,137.60

4

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	04/01/2013	3325 - Criminal Courts	30001580 / Planner Mgmt Research Specialist Sr / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$60,259.26	3325 - Criminal Courts	30050803 / Business Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$63,272.22
Mobility	Promotion	04/01/2013	3325 - Criminal Courts	30001570 / Court Services Program Mgr / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$80,926.47	3325 - Criminal Courts	30050802 / Business Analyst III / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$84,972.79
Mobility	Promotion	04/01/2013	3500 - Sheriff	30002838 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 02 / \$49,452.83	3500 - Sheriff	30002108 / Corrections Sergeant / 1 - Regular / 02 - Full Time Non-Exempt / GRD88 / 02 / \$74,320.06
Mobility	Promotion	04/01/2013	3500 - Sheriff	30003097 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 09 / \$68,004.56	3500 - Sheriff	30003046 / Law Enforcement Detective / 1 - Regular / 02 - Full Time Non-Exempt / GRD75 / 09 / \$82,365.09
Mobility	Reclassification	03/12/2013	1250 - Planning and Budget	30000264 / Business Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / \$55,578.85	1250 - Planning and Budget	30000264 / Business Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD24 / 00 / \$63,638.43
Mobility	Temporary to Regular	04/01/2013	1450 - Facilities Management	30000558 / Office Specialist / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$14.54	1450 - Facilities Management	30000568 / Exposition Center Coordinator / 1 - Regular / 01 - Full Time Exempt / GRD15 / 00 / \$34,755.76

5



WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Temporary Assignment	04/01/2013	1800 - Rcd Mgmt and Comm Rsrc	30005183 / Imaging Production Tech Supv / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$43,225.76	1800 - Rcd Mgmt and Comm Rsrc	30005215 / Reprographics Production Tech Supv / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$47,549.00
Salary Change	Salary/Hourly Rate Change (Correction to New Hire Action Pers. Amend. 3/26/13)	03/25/2013	3100 - County Attorney	30000769 / Attorney II / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$77,306.53	3100 - County Attorney	GRD23 / 00 / \$61,256.00

6

<b>AD HOC CLASSIFICATION CHANGE</b>							
		<b>Current</b>			<b>HRMD Recommends</b>		
<b>Dept.</b>	<b>Position</b>	<b>Budgeted Title / Job Object ID</b>	<b>FLSA</b>	<b>Pay Grade</b>	<b>Budgeted Title / Job Object ID</b>	<b>FLSA</b>	<b>Pay Grade</b>
JP Pct 1	30001619	Court Clerk I / 20000083	NE	13	Court Clerk II / 20000084	NE	15
<b>Department request in order to meet departmental needs. PBO has confirmed funding available.</b>							

<b>NON-ROUTINES – Salary Change</b>				
<b>Dept. (From)</b>	<b>CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt</b>	<b>Dept. (To)</b>	<b>NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt</b>	<b>Comments</b>
3500 - Sheriff	30001935 / Chaplain Sr / 1 - Regular / 02 - Full Time Exempt / GRD17 / 00 / \$57,001.79	3500 - Sheriff	30001935 / Chaplain Sr / 1 - Regular / 02 - Full Time Exempt / GRD17 / 00 / \$59,422.69	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

**BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.**

\_\_\_\_\_  
**Samuel T. Biscoe, County Judge**

\_\_\_\_\_  
**Ron Davis, Commissioner, Pct. 1**

\_\_\_\_\_  
**Sarah Eckhardt, Commissioner, Pct. 2**

\_\_\_\_\_  
**Gerald Daugherty, Commissioner, Pct. 3**

\_\_\_\_\_  
**Margaret Gomez, Commissioner, Pct. 4**



# Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

## MEMORANDUM

DATE: April 5, 2013

TO: Samuel T. Biscoe, County Judge  
 Ron Davis, Commissioner, Precinct 1  
 Sarah Eckhardt, Commissioner, Precinct 2  
 Gerald Daugherty, Commissioner, Precinct 3  
 Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning & Budget *LB*

FROM: Todd Osburn, Compensation Manager *TO*

SUBJECT: TCSO - Non-Routine Salary Adjustment, Position 30001935

HRMD requests Commissioners Court to discuss and consider the following action.

### TCSO's Request:

TCSO requests approval to pay a salary adjustment to one Chaplain Sr. in the amount of \$2,420.90. The resulting pay differential is approximately 4.25 percent. The pay action would apply to the following position:

<u>Position #</u>	<u>From</u>	<u>To</u>
30001935	Chaplain Sr, PG 17 \$57,001.79	Chaplain Sr. PG 17 \$59,422.69

### Policy:

*Travis County Code §10.03002(b) states that existing employees may be moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.*

### Issues:

The proposed salary action would move the incumbent to the maximum of the pay range. The employee is already above the midpoint + 10% threshold that triggers a non-routine review.

*J*



**Recommendation:**

HRMD recommends approval of the proposed salary adjustment. TCSO's request facilitates retention of a key employee and is consistent with the intent of the referenced policy. Planning and Budget Office (PBO) has confirmed funding. The action would be effective April 1, 2013.



Greg Hamilton, Travis County Sheriff  
**MEMORANDUM**

---

Date: March 27, 2013

**TO:** Todd Osborn, Compensation Manager, Travis County HRMD

**FROM:** Mark Sawa, Major of Administration and Support

**SUBJECT:** Salary Adjustment – Senior Chaplain . Position 30001935

This memorandum is a request and recommendation for a salary adjustment for Sr. Chaplain . The following narrative is the basis of this recommendation.

began his career with TCSO on October 16, 1984, but had been working as an Intern through the Clinical Pastoral Education Program of Brackenridge Hospital since January 1984. After the internship, then Sheriff Doyne Bailey offered a job as a Counselor, with the intent that another Chaplain's position would be opened soon. The three years as a Counselor offered tremendous opportunities and a wide variety of training within the Correctional Setting. In December 1987 began his role as Chaplain for TCJ while working with then Sr. Chaplain, continued in this role until the retirement of in September 1993. was promoted to Senior Chaplain and began revamping the Chaplain's program and expanded the mission and the ministry of what is now Chaplain Services.

Under leadership as Senior Chaplain, the Chaplain's office was moved to Del Valle and the initiative of recruiting volunteers to assist in the growing inmate population was implemented. organized the church community of Austin who then began meeting the need for Worship Services, Bible Studies and mentoring. Today, 150 volunteers serve along with Chaplain Services to minister to the spiritual needs of inmates and staff.

In 1993, the painful death of a staff member opened the door for and Chaplain Services ministering to the staff and offering a wide variety of support during times of need. The pastoring of our staff, while utilizing Chaplains, Clergy and Volunteers, is one of passions. Today, as the result of Sheriff Hamilton's leadership, the department is continuing to support its staff and their families through and Chaplain Services.

along with Chief Dan Richards, established Interfaith Chapel Development Corporation in order to raise funds to build the Chapel at Del Valle. Through day in and day out oversight, the Chapel was completed 4 years later and the first service conducted in August of 1998. Today the Chapel is both the literal and the figurative center of our Del Valle Correctional Community, and Chaplain is the, "center," of our Chapel and our religious ministries.

MEMORANDUM



has been, and continues to be, among the first persons contacted, by all three bureaus, in every crisis and every personnel emergency during the past 26 years. has provided countless hours of counsel to our employees, our employees families, our former employees, our former employees family's and many others through Travis County government.

Currently, Chaplain Slot is a Range 17. current salary is 57, 001.79. The maximum salary for a Range 17 is 59, 422.69. This is a difference of 2,420.90.

In October of 2012, celebrated his 28<sup>th</sup> year with TCSO. The positive influence that has had on our agency, during those 28 years, is insurmountable. The enthusiasm, care and pride that brings to Chaplain Services every day is equally insurmountable. I am recommending that we be allowed to fund the aforementioned \$2, 420.90 annually. ultimately paid from the Inmate Welfare Fund.

Thank you, as always, for you time, attention and consideration regarding this matter. Please let me know if you have any further questions.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By/Phone Number:** Kris Nilsen, 854-4820

**Elected/Appointed Official/Dept. Head:** Leslie Browder, 854-9106

*JB*

**Commissioners Court Sponsor:** Samuel T. Biscoe, County Judge

### AGENDA LANGUAGE:

- a) Review and approve tuition reimbursements for employees who have completed classes in accordance with the Tuition Refund Program §10.021.
- b) Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

A total of two (2) carry-over requests for Summer 2012 semester are listed on the attached spreadsheet.

The Tuition Refund Program is an employee benefit approved by the Commissioners Court. The Human Resources Management Department has confirmed that employees listed have met the established criteria for reimbursement. Each employee's file consists of:

- the tuition refund request form
- a course description
- fee receipt
- official grade

### STAFF RECOMMENDATIONS:

HRMD recommends approval.

### ISSUES AND OPPORTUNITIES:

NA

### FISCAL IMPACT AND SOURCE OF FUNDING:

Sufficient funds have been accrued in account 111 006 0001 513070 and are available for payment in Fiscal Year 2013. The total reimbursement amount requested for your approval is \$1,195.20.

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a single pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

## **REQUIRED AUTHORIZATIONS:**

Kim Austin-Smith, Human Resources Management Department, 854-4707

Leslie Browder, Planning and Budget Office, 854-9106

County Auditor's Office 854-9125

County Treasurer's Office 854-9365

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a single pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



SU 2012 Req Carry-overs.xls

Semester Code	Last Name	First Name	Dept.	Job Title	Vendor #	1st Course	2nd Course	Amt to Refund
SU-053	Carry-overs							
SU-062	Tandy Santos	Sharronda Rebeca	County Clerk Juvenile Probation	Accountant Juvenile Probation Officer II	10003513 10003403	Accounting Ethics Direct Practice Field I	Special Topics in Taxation Direct Practice Field II	195.20 1000.00
							<b>Amount to Pay</b>	<b>\$1,195.20</b>

Created 04-11-2013, 4:50p



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013, 9:00 AM, Voting Session

**Prepared By/Phone Number:** John E. Pena, CTPM; Marvin Brice, CPPB, Purchasing Office, 512-854-9700

**Elected/Appointed Official/Dept. Head:** Cyd Grimes, Purchasing Agent

**Commissioners Court Sponsor:** Judge, Samuel T. Biscoe

**AGENDA LANGUAGE:** APPROVE CONTRACT AWARD FOR FISCAL YEAR 2012 HMAC OVERLAY PROGRAM, IFB NO. 1207-003-JE, TO THE LOW BIDDER AUSTIN MATERIAL, D/B/A/, RAMMING PAVING COMPANY FOR GROUP I.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- IFB No. 1207-003-JE, Fiscal Year 2012 HMAC Overlay Program was issued on July 25, 2012. The project consist of services for the HMAC Overlay Program in Precincts 1 (Group A); 2 (Group B); 3 (Group C); 4 (Group D); LCRA/Travis County Parks (Group E); (There is no Group F); Criminal Justice Facilities Projects (Group G); Facilities Management Projects (Group H); City of Lakeway Projects (Group I) and City of Rollingwood Projects (Group J). However, after the solicitation was issued, Facilities Management Projects (Group H) and City of Rollingwood Projects (Group J) were removed from the bid solicitation by Addenda 1 and 2 due to lack of funding.
- Of the thirty-seven (37) bids either downloaded or viewed via Travis County's third party e-procurement vendor system, BidSync, three (3) bids were received in response to this solicitation when subject IFB was opened on August 22, 2012 at 2:00 P.M., CST. The apparent low bidders were APAC of Texas, Inc. (Wheeler Companies) and Austin Material d/b/a Ramming Paving Company.
- On September 25, 2012, the Commissioners Court awarded Groups A, B, C, D, E, G and Add Alternates E1 and G1 to APAC of Texas, Inc. It was determined at that time that award recommendation to Austin Material d/b/a Ramming Paving Company would occur once funding was finalized with the City of Lakeway. In March of 2013, the City of Lakeway completed their

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

funding request and the department is now ready to move forward with the construction service contract as follows:

**Austin Material d/b/a Ramming Paving Company**

City of Lakeway	Group I	<u>\$ 394,245.00</u>
<b>Total Recommendation Pending Award</b>		<b><u>\$ 394,245.00</u></b>

➤ **Contract Expenditures:** Within the last 12 months \$1,283,953.00 has been spent against the 2012 HMA Overlay Program.

➤ **Contract-Related Information:**

Award Amount: \$394,245.00 (Austin Material d/b/a Ramming Paving Co.)  
 Contract Type: Construction  
 Contract Period: Through Completion

➤ **Contract Modification Information:** N/A

Modification Amount:  
 Modification Type:  
 Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 37	Responses Received: 3
HUB Information: None	% HUB Subcontractor: 0%

➤ **Special Contract Considerations:** N/A

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- Funds Reservation: 300000538
- Cost Center: As shown below

<b>Funds Center/Fund</b>	<b>Funded Program</b>	<b>GL Account</b>	<b>Amount</b>
1490294050	600063	511930	\$394,245.00

#8333



**TRANSPORTATION AND NATURAL RESOURCES**  
**STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE, TNR**

700 Lavaca Street  
7<sup>th</sup> Floor  
P. O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
2013 MAR 20 AM 8:10

March 19, 2013

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
*Caryl B. Jorgensen*  
**FROM:** Steven M. Manilla, P.E., County Executive, TNR

**SUBJECT:** Place Item on Commissioners Court Agenda to Award a Construction Services Contract for the FY 2012 HMAC Overlay Program – (Group I)

**Proposed Motion:** Award a construction service contract for the above project in the amount of \$394,245.00 to the apparent low bidder JD Ramming Paving Company.

**Summary and Staff Recommendation:** On Wednesday, August 22, 2012, Travis County received bids from three vendors in response to IFB 1207-003-JE. TNR has reviewed the bids and would like to award the construction contract for work in the City of Lakeway to the apparent low bidder JD Ramming Paving Co. The total is \$394,245.00; this amount is encumbered under funds reservation number 300000538.

**Budgetary and Fiscal Impact:** The account numbers for this work are as follows:

**City of Lakeway (Group I)**

Fund Center	Fund	Funded Program	G/L Account	Amount
1490294050	4050	600063	511930	\$394,245.00

**Required Authorizations:** Planning and Budget, County Attorney's Office, Auditor's Office.

**Exhibits:** Bid tabulation summary.

TDG:SMM:tdg

*MJD*  
**Copy:** Travis Gatlin, Planning & Budget Office  
Alan Miller, Planning & Budget Office  
John Peña, Purchasing  
Don Ward, TNR  
Donna Williams-Jones, TNR

**TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS  
BID TABULATION FORM**

<b>BID NO.:</b>	1207-003-JE		8/22/2012		<b>BIDS SOLICITED:</b>	3230
<b>DESCRIPTION:</b>	2012 HMAC Overlay Program		2:00 PM		<b>HUBS SOLICITED:</b>	54
<b>DEPARTMENT:</b>	TNR		11/21/2012		<b>BIDS ACT. VIEWED:</b>	37
<b>CONTACT/NO.:</b>	D.Ward / x49317				<b>BIDS RECEIVED:</b>	3
					<b>HUBS RECEIVED:</b>	0

**GROUP A (PRECINCT ONE)**

<b>BIDDERS NAME</b>	<b>Angel Brothers Enterprises, LTD</b>		<b>APAC of Texas - Wheeler Companies</b>		<b>Austin Material dba JD Ramming Paving Co.</b>	
	<b>BID ITEM</b>	<b>Base Bid Group A Items</b>	<b>Base Bid Group A Items</b>	<b>Base Bid Group A Items</b>	<b>Base Bid Group A Items</b>	<b>Base Bid Group A Items</b>
1A	Levelup	6,833.00 \$96.00	6,833.00 \$53.00	6,833.00 \$75.00	6,833.00 \$75.00	\$512,475.00
2A	1&1/2" HMAC	248,502.00 \$7.50	248,502.00 \$5.60	248,502.00 \$5.50	248,502.00 \$5.50	\$1,366,761.00
3A	Excavation	340.00 \$42.00	340.00 \$10.00	340.00 \$50.00	340.00 \$50.00	\$17,000.00
4A	Tabs	2,239.00 \$1.20	2,239.00 \$1.00	2,239.00 \$1.00	2,239.00 \$1.00	\$2,239.00
<b>GROUP-A BASE BID</b>		<b>\$2,536,699.80</b>	<b>\$1,759,399.20</b>	<b>\$1,898,475.00</b>		

**GROUP B (PRECINCT TWO)**

<b>BIDDERS NAME</b>	<b>Angel Brothers Enterprises, LTD</b>		<b>APAC of Texas - Wheeler Companies</b>		<b>Austin Material dba JD Ramming Paving Co.</b>	
	<b>BID ITEM</b>	<b>Base Bid Group B Items</b>	<b>Base Bid Group B Items</b>	<b>Base Bid Group B Items</b>	<b>Base Bid Group B Items</b>	<b>Base Bid Group B Items</b>
1B	Levelup	332.00 \$96.00	332.00 \$61.00	332.00 \$75.00	332.00 \$75.00	\$24,900.00
2B	1&1/2" HMAC	12,061.00 \$7.50	12,061.00 \$6.50	12,061.00 \$6.50	12,061.00 \$6.50	\$78,396.50
3B	Excavation	20.00 \$60.00	20.00 \$17.00	20.00 \$175.00	20.00 \$175.00	\$3,500.00
4B	Tabs	126.00 \$1.20	126.00 \$3.00	126.00 \$1.00	126.00 \$1.00	\$126.00
<b>GROUP-B BASE BID</b>		<b>\$123,680.70</b>	<b>\$99,366.50</b>	<b>\$106,922.50</b>		

**TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS  
 BID TABULATION FORM**

**GROUP C (PRECINCT THREE)**

BIDDERS NAME	Angel Brothers Enterprises, LTD		APAC of Texas - Wheeler Companies		Austin Material dba JD Ramming Paving Co.	
		Base Bid Group C Items		Base Bid Group C Items		Base Bid Group C Items
1C	Levelup	3,227.00	\$96.00	3,227.00	\$59.00	\$190,393.00
2C	1&1/2" HMAC	117,413.00	\$7.50	117,413.00	\$6.10	\$716,219.30
3C	Excavation	176.00	\$42.00	176.00	\$15.00	\$2,640.00
4C	Tabs	1,166.00	\$1.20	1,166.00	\$1.00	\$1,166.00
<b>GROUP-C BASE BID</b>						<b>\$910,418.30</b>

**GROUP D (PRECINCT FOUR)**

BIDDERS NAME	Angel Brothers Enterprises, LTD		APAC of Texas - Wheeler Companies		Austin Material dba JD Ramming Paving Co.	
		Base Bid Group D Items		Base Bid Group D Items		Base Bid Group D Items
1D	Levelup	3,296.00	\$96.00	3,296.00	\$53.00	\$174,688.00
2D	1&1/2" HMAC	119,837.00	\$7.50	119,837.00	\$5.60	\$671,087.20
3D	Excavation	172.00	\$42.00	172.00	\$15.00	\$2,580.00
4D	Tabs	1,139.00	\$1.20	1,139.00	\$1.00	\$1,139.00
<b>GROUP-D BASE BID</b>						<b>\$849,494.20</b>

**TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS  
 BID TABULATION FORM**

**GROUP E (LCRA/TRAVIS COUNTY PARKS PROJECTS)**

BIDDERS NAME	<u>Angel Brothers Enterprises, LTD</u>		<u>APAC of Texas - Wheeler Companies</u>		<u>Austin Material dba JD Ramming Paving Co.</u>	
		<u>Base Bid Group E Items</u>		<u>Base Bid Group E Items</u>		<u>Base Bid Group E Items</u>
1E	Flexbase	10,000.00 \$14.35	10,000.00	\$6.00	10,000.00	\$15.00
2E	2" HMAC	10,000.00 \$11.50	10,000.00	\$9.10	10,000.00	\$11.35
3E	Excavation	17.00 \$90.00	17.00	\$28.00	17.00	\$175.00
4E	Primecoat	2,000.00 \$4.75	2,000.00	\$5.00	2,000.00	\$4.00
N/A				\$0.00		\$0.00
<b>GROUP-E BASE BID &amp; ADD ALTERNATE</b>				<b>\$269,530.00</b>		<b>\$274,475.00</b>

**GROUP E (LCRA/TRAVIS COUNTY PARKS PROJECTS) HAMILTON POOL**

BIDDERS NAME	<u>Angel Brothers Enterprises, LTD</u>		<u>APAC of Texas - Wheeler Companies</u>		<u>Austin Material dba JD Ramming Paving Co.</u>	
		<u>Base Bid Group G Items</u>		<u>Base Bid Group G Items</u>		<u>Base Bid Group G Items</u>
1E1	Flexbase	1,081.00 \$24.00	1,081.00	\$8.00	1,081.00	\$25.00
2E1	2" HMAC	1,081.00 \$14.00	1,081.00	\$10.00	1,081.00	\$20.00
3E1	Excavation	3.00 \$120.00	3.00	\$168.00	3.00	\$300.00
4E1	1&1/2" HMAC	6,571.00 \$8.50	6,571.00	\$7.50	6,571.00	\$7.00
5E1	Primecoat	216.00 \$4.75	216.00	\$7.00	216.00	\$4.00
<b>GROUP-G BASE BID &amp; ADD ALTERNATE</b>				<b>\$97,291.50</b>		<b>\$96,406.00</b>

**THERE WILL BE NO GROUP F IN THIS SOLICITATION**

**TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS  
 BID TABULATION FORM**

**GROUP G (CRIMINAL JUSTICE FACILITIES PROJECTS)**

BIDDERS NAME	Angel Brothers Enterprises, LTD		APAC of Texas - Wheeler Companies		Austin Material dba JD Ramming Paving Co.	
	Base Bid	Group G Items	Base Bid	Group G Items	Base Bid	Group G Items
1G	2,015.00	\$3.50	2,015.00	\$9.50	2,015.00	\$5.00
2G	2,015.00	\$13.50	2,015.00	\$2.00	2,015.00	\$13.50
3G	2,015.00	\$3.65	2,015.00	\$3.50	2,015.00	\$4.00
4G	403.00	\$4.75	403.00	\$5.00	403.00	\$4.00
<b>GROUP-G BASE BID &amp; ADD ALTERNATE</b>		<b>\$43,524.00</b>		<b>\$32,240.00</b>		<b>\$46,949.50</b>

**GROUP G (CRIMINAL JUSTICE FACILITIES PROJECTS)**

BIDDERS NAME	Angel Brothers Enterprises, LTD		APAC of Texas - Wheeler Companies		Austin Material dba JD Ramming Paving Co.	
	Base Bid	Group G Items	Base Bid	Group G Items	Base Bid	Group G Items
1G1	2,308.00	\$3.50	2,308.00	\$2.00	2,308.00	\$4.50
2G1	2,308.00	\$11.92	2,308.00	\$9.50	2,308.00	\$12.50
3G1	2,308.00	\$4.00	2,308.00	\$4.00	2,308.00	\$5.70
4G1	462.00	\$5.00	462.00	\$5.00	462.00	\$4.00
<b>GROUP-G BASE BID &amp; ADD ALTERNATE</b>		<b>\$47,133.00</b>		<b>\$38,084.00</b>		<b>\$54,239.60</b>

**GROUP H AND ADD ALTERNATE GROUP H1 WAS REMOVED BY ADDENDA NO. 2**



**TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS  
 BID TABULATION FORM**

**GROUP I (CITY OF LAKEWAY)**

BIDDERS NAME	<u>Angel Brothers Enterprises, LTD</u>		<u>APAC of Texas - Wheeler Companies</u>		<u>Austin Material dba JD Ramming Paving Co.</u>	
	BID ITEM	Base Bid Group A Items	Base Bid Group A Items	Base Bid Group A Items	Base Bid Group A Items	Base Bid Group A Items
1A	18 1/2" H/MAC	51,713.00 \$7.50	51,713.00 \$7.00	51,713.00 \$7.00	51,713.00 \$7.00	\$361,991.00
2A	Edge Milling	16,127.00 \$3.65	16,127.00 \$3.40	16,127.00 \$3.40	16,127.00 \$2.00	\$32,254.00
<b>GROUP-I BASE BID</b>		<b>\$446,711.05</b>		<b>\$416,822.80</b>		<b>\$394,245.00</b>

**GROUP J WAS REMOVED BY ADDENDA NO. 1**

Award Sep 2012, Group A Precinct 1	\$1,759,399.20
Award Sep 2012, Group B Precinct 2	\$99,366.50
Award Sep 2012, Group C Precinct 3	\$910,418.30
Award Sep 2012, Group D Precinct 4	\$849,494.20
<b>Subtotal Pcts 1-4</b>	<b>\$3,618,678.20</b>
Award Sep 2012, Group E, LCRA Parks	\$161,476.00
Award Sep 2012, Group E1, Hamilton Pool Park	\$70,756.50
<b>Subtotal LCRA/Travis County Parks</b>	<b>\$232,232.50</b>
Award Sep 2012, Group G Criminal Justice Facilities	\$32,240.00
Award Sep 2012, Group G1 Criminal Justice Facilities	\$38,084.00
<b>Subtotal Criminal Justice Facilities</b>	<b>\$70,324.00</b>
<b>Overall Total to Award APAC</b>	<b>\$3,921,234.70</b>
Award on Hold Pending Receipt of Funds from City Lakeway	
Group I, JD Ramming Paving	\$394,245.00
<b>Total Award JD Ramming Paving Co.</b>	<b>\$394,245.00</b>

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and Austin Material d/b/a Ramming Paving Company (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of FISCAL YEAR 2012 HMAC OVERLAY PROGRAM in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked FISCAL YEAR 2012 HMAC OVERLAY PROGRAM (BID NO. 1207-003-JE), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the above mentioned Specifications and Plans marked FISCAL YEAR 2012 HMAC OVERLAY PROGRAM (BID NO. 1207-003-JE).

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of FISCAL YEAR 2012 HMAC OVERLAY PROGRAM (BID NO. 1207-003-JE) in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked FISCAL YEAR 2012 HMAC OVERLAY PROGRAM (BID NO. 1207-003-JE) to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked FISCAL YEAR 2012 HMAC OVERLAY PROGRAM (BID NO. 1207-003-JE) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete said work by the end of October, 2013, and extend if necessary and at the discretion of Travis County, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$394,245.00 consisting of \$202,000.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$192,245.00 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor must maintain internal

records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

This contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project must be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR \_\_\_\_\_.

TRAVIS COUNTY, TEXAS

AUSTIN MATERIAL d/b/a  
RAMMING PAVING COMPANY

BY:

BY: 

\_\_\_\_\_  
TRAVIS COUNTY JUDGE

APPROVED AS TO FORM:

\_\_\_\_\_  
TRAVIS COUNTY ATTORNEY

CERTIFIED FUNDS ARE AVAILABLE

\_\_\_\_\_  
COUNTY AUDITOR, TRAVIS COUNTY

APPROVED:

\_\_\_\_\_  
COUNTY PURCHASING AGENT

OFFICE  
RECEIVED  
5013 465 -1 4/10/13  
RECEIVED

# Funds Reservation 300000538

General Data			
Document type	NE	Document type	030
Company code	1000	Document date	03/19/2013
FM area	1000	Posting date	03/19/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	03/19/2013
Last changed by		Last changed	
More Data			
Text	FY12 HMAC-Group I City of Lakeway Award JD Ramming		
Reference			
Overall Amount	394,245.00 USD		

Document item 001			
Text	FY12 HMAC-Group I City of Lakeway Award JD Ramming		
Commitment item	511930	Funds center	1490294050
Fund	4050	G/L account	511930
Cost center		Due on	
Vendor		Customer	
Amount	394,245.00 USD		



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By/Phone Number:** Nancy Barchus, 854-9764

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: APPROVE CONTRACT AWARD FOR TRAFFIC PAINT, IFB NO. B1302-004-NB TO THE LOW BIDDER, ENNIS PAINT, INC.**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This contract requires the vendor to supply Traffic Paint to Travis County Transportation and Natural Resources Department.

On February 19, 2013, IFB No. B1302-004-NB was issued through BidSync. Four (4) bids were received on March 11, 2013. The Purchasing Office concurs with the Travis County Transportation and Natural Resources Department's recommendation to award a contract to the low bidder Ennis Paint, Inc.

- **Contract Expenditures:** Within the last 10 months \$320,691.25 has been spent against this requirement.

- **Contract-Related Information:**

Award Amount: N/A

Contract Type: Term

Contract Period: April 16, 2013 through April 15, 2014

- **Solicitation-Related Information:**

Solicitations Viewed: 31

Responses Received: 4

HUB Information: N/A

% HUB Subcontractor: N/A

- **Special Contract Considerations:**

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

➤ **Funding Information:**

- SAP Shopping Cart #: N/A
- Funding Account(s): Budgeted Cost Center 1490200145
- Comments:

**Bid Tabulation Packet  
for  
Solicitation B1302-004-NB**

**TRAFFIC PAINT**

**Bid designation: Public**



**Travis County**

Created 04-11-2013, 450p

**Bid #B1302-004-NB - TRAFFIC PAINT**


Creation Date Feb 8, 2013

End Date Mar 11, 2013 3:00:00 PM CDT

Start Date Feb 19, 2013 10:08:27 AM CST

Awarded Date Not Yet Awarded


B1302-004-NB--01-01 YELLOW TRAFFIC PAINT - 55 GALLON DRUM					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">ENNIS PAINT INC.</a>	 First Offer - \$552.75	275 / drum	\$152,006.25		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes:		
<a href="#">Allstates Coatings Co.</a>	First Offer - \$563.75	275 / drum	\$155,031.25	Y	Y
Product Code: Unit Amount Text: five hundred sixty three dollars and seventy five cents Total Amount Text: one hundred fifty five thousand thirty one dollars and twenty five cents Agency Notes:			Supplier Product Code: ALT-101TX Supplier Notes:		
<a href="#">The Sherwin-Williams Company [Ad]</a>	First Offer - \$638.00	275 / drum	\$175,450.00	Y	Y
Product Code: Unit Amount Text: Six hundred Thirty Eight Dollars Total Amount Text: One Hundred Seventy Five Thousand Four Hundred Fifty Dollars Agency Notes:			Supplier Product Code: TM2315 Supplier Notes:		
<a href="#">Pathmark Traffic Products of Texas [Ad]</a>	First Offer - \$935.00	275 / drum	\$257,125.00	Y	Y
Product Code: Unit Amount Text: Nine Hundred Thirty Five Dollars Total Amount Text: Two Hundred Fifty Seven Thousand One Hundred Twenty Five Dollars Agency Notes:			Supplier Product Code: Supplier Notes: Pathmark will NOT pick up empty drums. 10 Days for delivery.		


B1302-004-NB--01-02 WHITE TRAFFIC PAINT - 55 GALLON DRUM					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">ENNIS PAINT INC.</a>	 First Offer - \$569.25	220 / drum	\$125,235.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes:		
<a href="#">Allstates Coatings Co.</a>	First Offer - \$582.45	220 / drum	\$128,139.00		Y
Product Code: Unit Amount Text: five hundred eighty two dollars and forty five cents Total Amount Text: one hundred twenty eight thousand one hundred thirty nine dollars Agency Notes:			Supplier Product Code: ALT-100TX Supplier Notes:		
<a href="#">The Sherwin-Williams Company [Ad]</a>	First Offer - \$630.30	220 / drum	\$138,666.00	Y	Y
Product Code: Unit Amount Text: Six Hundred Thirty Dollars and Thirty Cents Total Amount Text: One Hundred Thirty Eight Thousand Six Hundred Sixty Six Dollars Agency Notes:			Supplier Product Code: TM2314 Supplier Notes:		
<a href="#">Pathmark Traffic Products of Texas [Ad]</a>	First Offer - \$935.00	220 / drum	\$205,700.00	Y	Y
Product Code: Unit Amount Text: Nine Hundred Thirty Five Dollars Total Amount Text: Two Hundred Five Thousand Seven Hundred Dollars Agency Notes:			Supplier Product Code: Supplier Notes: Pathmark will NOT pick up empty drums. 10 Days for delivery.		



Created 04-11-2013, 450p

B1302-004-NB--01-03 RED TRAFFIC PAINT - 5 GALLON BUCKET						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<a href="#">Allstates Coatings Co.</a>	First Offer - \$65.00	20 / bucket	\$1,300.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> sixty five dollars <b>Total Amount Text:</b> thirteen hundred dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> ALT-728 <b>Supplier Notes:</b> Pricing for paint in buckets based upon order in full truckload quantities. Bucket order may be combined with drum orders to ensure full truckload.				
<a href="#">The Sherwin-Williams Company [Ad]</a>	First Offer - \$75.00	20 / bucket	\$1,500.00	Y	Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> Seventy Five Dollars <b>Total Amount Text:</b> One Thousand Five Hundred Dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> TM2222 <b>Supplier Notes:</b> Due to packaging requirements, pails must be purchased in 80 gallon (16 pail) increments, per color.				
<a href="#">ENNIS PAINT INC.</a>	 First Offer - \$75.00	20 / bucket	\$1,500.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<a href="#">Pathmark Traffic Products of Texas [Ad]</a>	First Offer - \$87.50	20 / bucket	\$1,750.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> Eighty Seven Dollars and Fifty Cents <b>Total Amount Text:</b> One Thousand Seven Hundred Fifty Dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> 10 Days for delivery.				

B1302-004-NB--01-04 YELLOW TRAFFIC PAINT - 5 GALLON BUCKET						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<a href="#">Allstates Coatings Co.</a>	First Offer - \$52.75	20 / bucket	\$1,055.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> fifty two dollars and seventy five cents <b>Total Amount Text:</b> one thousand fifty five dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> ALT-101TX <b>Supplier Notes:</b> Pricing for paint in buckets based upon order in full truckload quantities. Bucket order may be combined with drum orders to ensure full truckload.				
<a href="#">ENNIS PAINT INC.</a>	 First Offer - \$54.75	20 / bucket	\$1,095.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				
<a href="#">The Sherwin-Williams Company [Ad]</a>	First Offer - \$61.55	20 / bucket	\$1,231.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> Sixty One Dollars and Fifty Five Cents <b>Total Amount Text:</b> One Thousand Two Hundred Thirty One Dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> TM2315 <b>Supplier Notes:</b> Due to packaging requirements, pails must be purchased in 80 gallon (16 pail) increments, per color.				
<a href="#">Pathmark Traffic Products of Texas [Ad]</a>	First Offer - \$87.50	20 / bucket	\$1,750.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> Eighty Seven Dollars and Fifty Cents <b>Total Amount Text:</b> One Thousand Seven Hundred Fifty Dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> 10 Days for delivery.				

B1302-004-NB--01-05 WHITE TRAFFIC PAINT - 5 GALLON BUCKET						
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs	
<a href="#">Allstates Coatings Co.</a>	First Offer - \$54.75	20 / bucket	\$1,095.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> fifty four dollars and seventy five cents <b>Total Amount Text:</b> one thousand ninety five dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> ALT-100TX <b>Supplier Notes:</b> Pricing for paint in buckets based upon order in full truckload quantities. Bucket order may be combined with drum orders to ensure full truckload.				
<a href="#">ENNIS PAINT INC.</a>	 First Offer - \$56.25	20 / bucket	\$1,125.00		Y	
<b>Product Code:</b> <b>Unit Amount Text:</b> <b>Total Amount Text:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>				

Created 04-11-2013, 450p

<a href="#">The Sherwin-Williams Company [Ad]</a>	First Offer - \$62.70	20 / bucket	\$1,254.00	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> Sixty Two Dollars and Seventy Cents <b>Total Amount Text:</b> One Thousand Two Hundred Fifty Four Dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> TM2314 <b>Supplier Notes:</b> Due to packaging requirements, pails must be purchased in 80 gallon (16 pail) increments, per color.		
<a href="#">Pathmark Traffic Products of Texas [Ad]</a>	First Offer - \$87.50	20 / bucket	\$1,750.00	Y
<b>Product Code:</b> <b>Unit Amount Text:</b> Eighty Seven Dollars and Fifty Cents <b>Total Amount Text:</b> One Thousand Seven Hundred Fifty Dollars <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> 10 Days for delivery.		

**Supplier Totals**

<a href="#">ENNIS PAINT INC.</a>		\$280,961.25 (5/5 items)	
Bid Contact <b>Kathy Bell</b> <a href="mailto:kathy@ennispaint.net">kathy@ennispaint.net</a> Ph 972-878-8662 x320	Address <b>P.O. BOX 404</b> <b>ENNIS, TX 75120</b>		
<b>Agency Notes:</b>	<b>Supplier Notes:</b>		
<a href="#">Allstates Coatings Co.</a>		\$286,620.25 (5/5 items)	
Bid Contact <b>Tracey Charlson</b> <a href="mailto:tac@allstatescoatings.com">tac@allstatescoatings.com</a> Ph 903-845-6436	Address <b>100 N Lee Dr</b> <b>Gladewater, TX 75647</b>		
Qualifications <b>SB</b> Bid Notes <b>Pricing for paint in buckets based upon order in full truckload quantities. Bucket order may be combined with drum orders to ensure full truckload.</b>	<b>Supplier Notes:</b> Pricing for paint in buckets based upon order in full truckload quantities. Bucket order may be combined with drum orders to ensure full truckload.		
<b>Agency Notes:</b>			
<a href="#">The Sherwin-Williams Company [Ad]</a>		\$318,101.00 (5/5 items)	
Bid Contact <b>Brandy Reed</b> <a href="mailto:brandy.reed@sherwin.com">brandy.reed@sherwin.com</a> Ph 866-883-6226 Fax 706-846-2224	Address <b>1001 Nebula Road</b> <b>Manchester, GA 31816</b>		
<b>Agency Notes:</b>	<b>Supplier Notes:</b>		
<a href="#">Pathmark Traffic Products of Texas [Ad]</a>		\$468,075.00 (5/5 items)	
Bid Contact <b>Teresa Rives</b> <a href="mailto:sales@pathmark.net">sales@pathmark.net</a> Ph 512-392-2090	Address <b>P.O. Box 1066</b> <b>San Marcos, TX 78667</b>		
Bid Notes <b>Pathmark will NOT pick up empty drums. 10 Days for delivery.</b>	<b>Supplier Notes:</b> Pathmark will NOT pick up empty drums. 10 Days for delivery.		
<b>Agency Notes:</b>			

\*\*



**TRANSPORTATION AND NATURAL RESOURCES**  
**STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

700 Lavaca, 5<sup>th</sup> Floor  
Travis County Administration Building  
P. O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4697

2013 MAR 25 PM 4:34  
RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE

March 22, 2013

**MEMORANDUM**

**TO:** Cyd Grimes, County Purchasing Agent  
*Cyd B. Grimes for*  
**FROM:** Steven M. Manilla, P.E., County Executive  
**SUBJECT:** Award of Solicitation **B1302-004-NB**  
**Traffic Paint**

TNR has reviewed the above referenced bids and recommends award to the overall low bidder, Ennis Paint Inc.

The product category for Paint is 31210000. The budgeted cost center is 1490200145.

If you need additional information, please contact Christina Jensen at 854-7670.

*CJ* CJ:SMM:cj  
Contract File



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By/Phone Number:** Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** APPROVE CONTRACT AWARD FOR DESIGN OF FM 1626 IMPROVEMENTS PROJECT, RFQ NO. Q120157-JW, TO THE HIGHEST QUALIFIED FIRM, KLOTZ ASSOCIATES, INC.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- This project is for the necessary reconstruction and widening of FM 1626 from 1,100' west of Brodie Ln. to FM 2304. From 1,100' west of Brodie Ln. to the Bear Creek Bridge, the road will be a 5-lane section including a continuous left turn lane and 10' shoulders. From Bear Creek Bridge to FM 2304, the road will be a 5-lane section including curb and gutter with 6' shoulders. Additionally, in this section a sidewalk will be on one (1) side of the road. The total project length is approximately 1.11 miles.
- As a result of a Pass Through Toll Finance Agreement between the County and the Texas Department of Transportation (TxDOT) executed on January 17, 2012, TxDOT will reimburse the County a portion of the project expenses.
- On August 22, 2012, ten (10) proposals were received for the design of FM 1626 Improvements project, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. As a result, a short-list consisting of the top two ranking firms was generated. Each short-listed firm was interviewed on October 4, 2012 to determine the highest qualified firm for completing the required work. TNR staff rated the firms based upon their responses

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

to standardized questions as developed by TNR.

- As a result, on November 27, 2012 the court authorized staff to commence negotiations with Klotz Associates, Inc.
- TNR and Purchasing has negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the highest rated firm, Klotz Associates, Inc., in the amount of \$722,276.13.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$722,276.13

Contract Type: Professional Services Agreement

Contract Period: 780 calendar days from issuance of NTP

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 71

Responses Received: 10

HUB Information: N/A

% HUB Subcontractor: 55.19%

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments: N/A

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000533

Cost Center/Fund Center(s): 1490190000

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) **by Tuesdays at 5:00 p.m.** for the next week's meeting.



*Jasen*  
*4-1-13*  
*MB*

**TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT**

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca St.  
Seven Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

March 27, 2013

RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
2013 MAR 29 PM 3:16

**MEMORANDUM**

**TO:** Marvin Brice, Assistant Purchasing Agent  
**FROM:** *[Signature]* Steve Manilla, P.E., County Executive, TNR  
**SUBJECT:** FM 1626 Improvements  
RFQ# Q120157-JW  
Professional Services Agreement for Engineering Design

The following information is provided for your use in preparing an agenda item for Commissioners Court action. Please contact either me at ext. 4-9383 or Tony Valdez, P.E., Project Manager at ext. 4-7567 if you have any questions or need additional information.

**Proposed Motion:**

Consider and take appropriate action on TNR's request to enter into a Professional Services Agreement with Klotz & Associates for FM 1626 Improvements in Precinct Three.

**Summary and Staff Recommendations:**

On August 10, 2012, TNR requested Purchasing Office to obtain professional engineering services for the design and construction document preparation for the FM 1626 Improvements project. Purchasing, together with TNR Public Works, developed an RFQ for these services and received proposals from ten (10) firms. TNR evaluated and rated the qualifications of each firm and determined Klotz and Associate as the highest rated and the most qualified firm for this project. TNR and Purchasing negotiated a professional services agreement with the selected firm. TNR recommend entering into a Professional Services Agreement with Klotz and Associates for a fee of \$722,276.13.

**Budget and Fiscal impact:**

Funding for this project is available from certification of obligation road bonds that will be issued over several years for the TxDOT Pass Through Toll Finance program. The total amount approved for this project is \$12.1 million. The \$722,276.13 has been encumbered as follows:

WBS Element: RDCN.149.000019  
Funds Reservation Number: 300000533  
Funds Center: 1490190000  
Fund: 4075

GL Account: 522040

**Issues and Opportunities:**

This project will improve FM 1626 from north of Johnson Lane to Manchaca Road from a two-lane road to a four-lane road with center turn lane, bike lanes and sidewalk. The improvements will enhance roadway safety, increase traffic capacity and strengthen area transportation network. The project development will go through engineering design, National Environmental Policy Act (NEPA) process, ROW acquisition and utility relocation before bidding and construction. The project implementation may need more than 5 years to complete.

Attachment: Project Scope and Fee Proposal

cc: Steve Sun, P.E., Assistant Public Works Director  
Cynthia McDonald, Donna Williams-Jones, Tawana Gardner, TNR Financial Services  
Tony Valdez, TNR Project Manager



# Funds Reservation 30000533

General Data			
Document type	NE	Document type	030
Company code	1000	Document date	03/14/2013
FM area	1000	Posting date	03/14/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	03/14/2013
Last changed by		Last changed	
More Data			
Text	FM 1626 TX DoT Pass Through - Klotz Associate		
Reference			
Overall Amount	722,276.13 USD		

Document item 001			
Text	FM 1626 TX DoT Pass Through		
Commitment item	522040	Funds center	1490190000
Fund	4075	G/L account	522040
Cost center		Due on	
Vendor		Customer	
Amount	722,276.13 USD		

**DRAFT**

# PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**TRAVIS COUNTY**

AND

**KLOTZ ASSOCIATES, INC.**

FOR

ENGINEERING SERVICES

FOR

**DESIGN OF FM 1626 IMPROVEMENTS**

**IN PRECINCT 3**

FEDERAL PROJECT NUMBER: CSJ #1539-02-026

**CONTRACT NO. 12AE0157JW**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

## PROFESSIONAL SERVICES AGREEMENT (PSA)

<u>SECTION:</u>	TABLE OF CONTENTS	PAGE
1	EMPLOYMENT OF THE CONSULTANT	4
2	BASIC SERVICES OF THE CONSULTANT	5
3	CONSTRUCTION COST	7
4	COMPENSATION AND PAYMENT SCHEDULE	8
5	PERIOD OF SERVICE	8
6	COORDINATION WITH COUNTY	9
7	WORK PRODUCT	10
8	REVISION TO WORK PRODUCT	11
9	REIMBURSABLE EXPENSES	11
10	SUSPENSION AND TERMINATION OF AGREEMENT	12
11	CONSULTANT'S RESPONSIBILITY AND LIABILITY	15
12	OWNERSHIP OF DOCUMENTS	17
13	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS	18
14	MISCELLANEOUS:	
	14.1 VENUE	18
	14.2 SEVERABILITY	18
	14.3 EQUAL OPPORTUNITY IN EMPLOYMENT	18
	14.4 CERTIFICATE OF CONSULTANT	18
	14.5 NOTICE	19
	14.6 INSURANCE	20
	14.7 FORFEITURE OF AGREEMENT	20
	14.8 PURCHASE ORDER	20
	14.9 PAYMENT	21
	14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED	22
	14.11 INTEREST ON OVERDUE PAYMENTS	22
	14.12 PROPERTY TAXES	22
	14.13 TAXPAYER IDENTIFICATION	22
	14.14 SUCCESSORS AND ASSIGNS	22
	14.15 DISADVANTAGED BUSINESS ENTERPRISE (DBE)	

	PROGRAM REQUIREMENTS	22
14.16	FUNDING OUT	23
14.17	NON-WAIVER OF DEFAULT	23
14.18	MEDIATION	23
14.19	OFFICIALS NOT TO BENEFIT	24
14.20	CONSULTANT CERTIFICATIONS	24
14.21	CIVIL RIGHTS/ADA COMPLIANCE	24
14.22	GRATUITIES	25
14.23	MONITORING	25
14.24	INCORPORATION OF ATTACHMENTS	26
14.25	ENTIRE AGREEMENT	26
14.26	TEXAS PUBLIC INFORMATION ACT	26
14.27	CERTIFICATION OF ELIGIBILITY	26
14.28	LOBBYING CERTIFICATION	26
14.29	AMENDMENT	27
14.30	ENTITY STATUS	27

**ACKNOWLEDGEMENT AND SIGNATURE PAGE** 27

EXHIBIT 1	COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS	29
EXHIBIT 2	HOURLY RATES	31
EXHIBIT 3	PROJECT SCHEDULE	32
	ATTACHMENT 1 – PERFORMANCE SCHEDULE	33
	ATTACHMENT 2 –UTILITY RELOCATION SERVICES	34
	ATTACHMENT 3 – CONSTRUCTION ADMINISTRATION SERVICES	36
EXHIBIT 4	EQUAL OPPORTUNITY IN EMPLOYMENT	41
EXHIBIT 5	INSURANCE REQUIREMENTS	42
EXHIBIT 6	ETHICS AFFIDAVIT	45
	ATTACHMENT 1 KEY CONTRACTING PERSONS LIST	46
APPENDIX A	SCOPE OF SERVICES	48
APPENDIX B	CONSULTANT’S QUALIFICATIONS STATEMENT	81
APPENDIX C	FORM 2395 MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY TRAVIS COUNTY	82

**PROFESSIONAL SERVICES AGREEMENT (“PSA”)**

**STATE OF TEXAS                   §**  
**§**  
**COUNTY OF TRAVIS               §**

This Agreement (this “Agreement”) is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas (“County”) and Klotz Associates, Inc. (“Consultant”) (each a “Party” and collectively the “Parties”).

WHEREAS, Texas Government Code, Chapter 2254, Subchapter A, sets forth requirements which the County must follow to enter into contracts for professional services as defined in Section 2254.002, Paragraph (2);

WHEREAS, this Agreement is supported, in whole or in part, by federal funds and is subject to applicable federal law, which requires procurement of professional contract services by competitive negotiation using qualifications-based selection procedures involving the selection of the most highly qualified provider of professional services based on demonstrated competence and qualifications to perform the services, where the provider has successfully negotiated the contract with the County;

WHEREAS, the County issued a Request for Qualifications (“RFQ”), No. Q120157-JW on August 10, 2012 for the procurement of the engineering services, design-related services, and other related services covered by this Agreement;

WHEREAS, the professional services covered hereunder were procured in accordance with applicable federal law and state law;

WHEREAS, the County desires to obtain professional engineering services, design-related services, and other related services in connection with FM 969 Improvements in Precinct 3 (the “Project”);

WHEREAS, the Consultant has the demonstrated competence, qualifications, expertise and professional ability to fulfill the requirements of the Project covered by this Agreement;

In consideration of the mutual covenants and agreements set forth in this Agreement, the amount and sufficiency of which are acknowledged, County and Consultant agree as follows:

**SECTION 1**  
**EMPLOYMENT OF THE CONSULTANT**

1.1 The County Executive of the Travis County Transportation and Natural Resources Department (“TNR”) (the “County Executive”) has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the “County Project Manager”). The County Project Manager, in consultation with the County Executive, has the authority to interpret and define County’s policies and decisions with respect to Consultant’s services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant’s services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.

- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional engineering/architectural services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.
- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained in those documents, in accordance with industry standard practice. Information provided in record or as-built documents, which are critical to the current design work, should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.
- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering/architectural services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.

## **SECTION 2 BASIC SERVICES OF CONSULTANT**

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, , which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.
- 2.2 Consultant shall perform the "Basic Services," which means:
  - 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;

- 2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the “Scope of Services”);
- 2.2.3 all Project technical and management expertise stated in the Qualifications Statement submitted by Consultant in response to the RFQ attached to this Agreement as Appendix B and made a part of this Agreement for all purposes;
- 2.2.4 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.
- 2.3 Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:

**For TNR (non-building) projects:**

- a. International Building Code
  - b. National Fire Code
  - c. National Plumbing Code
  - d. National Mechanical Code
  - e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's guidelines/codes
  - f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
  - g. AASHTO A Policy on Geometric Design of Highways and Streets
  - h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
  - i. Texas Department of Transportation Construction Manual
  - j. City of Austin Drainage Criteria Manual (current version and updates)
  - k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
  - l. National Environmental Policy Act (NEPA)
  - m. Architectural Barriers, Texas Department of Licensing and Regulation
  - n. Americans with Disabilities Act (ADA) Regulations
  - o. Army Corps of Engineers Regulations
  - p. Edwards Aquifer Regulations
  - q. Texas Commission on Environmental Quality applicable regulations
- 2.4 As part of the Basic Services, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

**SECTION 3  
CONSTRUCTION COST**

- 3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by Consultant (the "Construction Cost").
- 3.2 The Construction Cost includes the cost, at current market rates, including a reasonable allowance for overhead and profit: (i) of labor, materials and any equipment that the Consultant has designed, specified, selected, or specially provided for Consultant; and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of Consultant or other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.
- 3.4 Consultant may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product, and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after Consultant submits the Work Product for that phase to County, Consultant shall adjust any Project budget or fixed limit of Construction Cost, Consultant if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Project budget or fixed limit will reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, County may:
- (1) approve, in writing, an increase in the Project budget or fixed limit;
  - (2) authorize rebidding of the Project within a reasonable time;
  - (3) terminate this Agreement and abandon the Project; or
  - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.
- 3.8 Consultant shall estimate the total Project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget may not include: (1) hazardous material testing and removal, if any is required; or (ii) any costs for furniture, fixtures and equipment, unless otherwise provided in this Agreement. As part of the Basic Services, Consultant shall report to the County any suspected occurrence of hazardous materials in the areas of proposed



remodeling or other construction work. Hazardous materials abatement work will be provided by County under separate contract.

**SECTION 4  
COMPENSATION AND PAYMENT SCHEDULE**

- 4.1 In consideration of Consultant's performance of the Basic Services, Consultant will receive the Basic Services compensation described in Exhibit 1. County will pay the Basic Services compensation in accordance with the payment schedule specified in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), Consultant will receive the Additional Services compensation described in Exhibit 1.
- 4.3 In the event of any dispute over the classification of Consultant's services as "Basic" or "Additional" services under this Agreement, the Consultant's decision of the County Executive will be final and binding on Consultant.
- 4.4 County shall not be liable to Consultant for the payment of any unallowable costs described in applicable provisions of Title 48 Code of Federal Regulations Part 31 or other applicable law.
- 4.5 Satisfactory progress of work shall be maintained as a condition of payment.
- 4.6 To compensation and payment obligations hereunder shall not apply to any services performed before or after the contract period.
- 4.7 Compensation hereunder shall not include taxes paid by the Consultant. The Consultant may obtain a tax exempt certificate from the Travis County Purchasing office.

**SECTION 5  
PERIOD OF SERVICE**

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, and will remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such

occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly documented and justified by the circumstances.

## **SECTION 6 COORDINATION WITH COUNTY**

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the County Executive (the "Notice to Proceed"). Consultant shall not commence work on any subsequent phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the County Executive. The County Executive will copy the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.
- 6.1.1 The County Executive shall have complete authority to interpret and define the County's policies and decisions with respect to the Consultant's services. Consultant's services are also subject to applicable federal regulations and decisions of the Federal Highway Administration ("FHWA") under such regulations.
- 6.1.2 The County Executive may designate representatives to transmit instructions and receive information.
- 6.1.3 The County Executive may visit the actual work site to inspect the work environment and/or the administrative offices to review documents and other contract records.
- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.
- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that

reasonable compliance will cause no delay to the Project Schedule.

- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the County Executive, the County Project Manager, and the Purchasing Agent.

## **SECTION 7 WORK PRODUCT**

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to County.
- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the County Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 In the event of any dispute over the classification of Consultant's Work Product as "Complete",

“Accepted”, or “Approved” under this Agreement, the decision of the County Project Manager will be final and binding on Consultant.

- 7.8 The Consultant shall promptly advise the County in writing of events that have a significant impact upon the progress of services provided hereunder including the following:
- 7.8.1 Problems, delays, or adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of Project goals by established time periods. This disclosure will be accompanied by a statement of the action taken or contemplated, and may state or federal assistance needed to resolve the situation; and
  - 7.8.2 Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.
- 7.9 This Subsection 7.9 shall apply to all services performed under this Agreement. The County, the Texas Department of Transportation, the Federal Highway Administration, or the U.S. Department of Transportation (“DOT”) or any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the services performed hereunder and the premises in which such services are being performed. If any review or evaluation is made on the premises of the Consultant or its subconsultant, Consultant shall provide and require its subconsultants to provide all reasonable facilities and assistance for the safety and convenience of the County, state or federal representatives in the performance of their duties.

## **SECTION 8 REVISION TO WORK PRODUCT**

- 8.1 After Approval by County of the Work Product for each Project phase, Consultant shall, without additional compensation, perform any professional services required as a result of Consultant’s development of the Work Product that County has found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructible, Consultant shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at County’s request for the convenience of County that require Consultant to perform extra services and incur additional expenses will entitle Consultant to additional compensation for such extra services and expenses. This compensation will be paid as Additional Services in accordance with Exhibits 1 and 2. Consultant must obtain County’s written authorization for Additional Services in advance in accordance with Exhibit 1.

## **SECTION 9 REIMBURSABLE EXPENSES**

- 9.1 “Reimbursable Expenses” means expenses in addition to the compensation for Basic Services or Additional Services specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by Consultant in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;

- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.
- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.
- 9.4 To be eligible for reimbursement, the Consultant's cost also must:
- 9.4.1 Be incurred in accordance with the terms and conditions of this Agreement including the Exhibits and Attachments hereto and any amendments or modifications hereto;
- 9.4.2 Be in accordance with Attachments A and B; and
- 9.4.3 Comply with cost principles set forth in Title 48 Code of Federal Regulations Part 31, Federal Acquisition Regulations ("FAR 31") and the cost principles set forth in Title 49 Code of Federal Regulations Part 26.
- 9.5 Satisfactory progress of work shall be maintained as a condition of payment.
- 9.6 Any costs incurred before or after the contract period shall be ineligible for reimbursement. In addition, those costs which are "unallowable costs" under Title 48 Code of Federal Regulations Part 31 shall not be reimbursable hereunder. Costs which may not be reimbursed under Title 49 Code of Federal Regulations Part 26 also shall not be reimbursable hereunder.
- 9.7 The County does not reimburse for sales tax paid by the Consultant. The Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.
- 9.8 If federal funds are used to reimburse costs incurred under this Agreement, the services and all reimbursements will be subject to the periodic review by the U.S. Department of Transportation and/or the Federal Highway Administration.

## **SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT**

- 10.1 **SUSPENSION.** County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Consultant written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement

from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:

10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.

10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Agreement for reasons other than default by Consultant, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.

10.2.1 Upon receipt of a Notice of Termination for Convenience and prior to the effective date of termination, Consultant shall, unless the Notice of Termination for Convenience otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Convenience, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either Party may terminate this Agreement for the failure of the other Party to perform any provisions of this Agreement, through no fault of the

terminating Party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting Party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, County and its officials, agents and representatives will not be liable for loss of any profits.

Termination by Consultant:

- 10.3.1 In the event Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.3.6 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant

of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

- 10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

## **SECTION 11 CONSULTANT'S RESPONSIBILITY AND LIABILITY**

- 11.1 Consultant covenants to undertake no task for which a professional license or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.
- 11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect. Federal and state laws, rules, regulations and codes include but are not limited to:
- 11.2.1 Workers Compensation laws;
  - 11.2.2 Minimum and maximum salary and wage statues and regulations;
  - 11.2.3 Non-discrimination statutes and regulations;
  - 11.2.4 Licensing laws and regulations;
  - 11.2.5 Compliance with Texas Accessibility Standards ("TAS") and ADA requirements, issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, or other applicable Texas Law;
  - 11.2.6 All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738;
  - 11.2.7 Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PUB L 94-163, 89 Stat. 871); and
  - 11.2.8 National Environmental Policy Act ("NEPA") including Environmental Protection Agency regulations (40 C.F.R. Part 15), and National Historic Preservation Act of 1966, which require environmental clearance of federal aid projects; and in connection with NEPA requirements, Consultant is responsible for the preparation of NEPA documents required for environmental clearance of the Project covered hereunder.

When required, the Consultant shall furnish the County, TxDOT, the U.S.DOT or the FHWA with satisfactory proof of its compliance therewith.

- 11.3 Acceptance and Approval of the Work Product by County will not release Consultant of any responsibility or liability for the accuracy and competency of Consultant's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.
- 11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that



standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.

- 11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.
- 11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.
- 11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.
- 11.8 **INDEMNIFICATION.** CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
  - 11.8.1 If any person, firm, corporation or other entity makes or brings any claim, or other action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, Consultant shall give written notice to County of the following information:
    - (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
    - (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
    - (iii) the alleged basis of the claim, action or proceeding;
    - (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
    - (v) the name or names of any person against whom this claim is being made.
  - 11.8.2 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to these claims or actions and all court pleadings related to the defense of these claims or actions.

- 11.9 CONTRACT ADMINISTRATION; DISPUTES. The Purchasing Agent acts as the County representative in the administration of this Agreement. In case of a dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Consultant's satisfaction, Consultant may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Consultant then has the right to be heard by Commissioners Court.

## **SECTION 12 OWNERSHIP OF DOCUMENTS**

- 12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of County or the FHWA. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy. The County and the FHWA shall have a royalty-free, non-exclusive and irrevocable right to use and authorize others to use any patents developed by the Consultant under this Agreement. All intellectual property of CONSULTANT, including but not limited to any computer software (in object code and source code form), tools, systems, equipment, and any know-how, methodologies or processes used by CONSULTANT to provide the services or Work Product to COUNTY, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of CONSULTANT or its suppliers, without limiting the COUNTY'S intellectual property and proprietary rights to the Work Product hereunder as specified in the preceding sentence.
- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of County or FHWA will be at Consultant's sole risk and without liability or legal exposure to County. Should this Agreement be terminated prior to completion of the Project, the Consultant shall not be liable for the County's or FHWA's use of partially completed designs, plans, or specifications on this Project of any other Project.
- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

### **SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS**

- 13.1 Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- 13.3 The records described in Subsection 13.1 above shall be maintained during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any impending litigation has been completely and fully resolved or until all pending matters relating to this Agreement are closed, whichever occurs last.
- 13.4 At no expense, the County, TxDOT, the FHWA, the Comptroller General of the United States, the U.S. Office of the Inspector General, and other federal agencies or any other duly authorized representatives shall have access to the records described in Subsection 13.1 above for purposes of making audits, examinations, excerpts and transcriptions.

### **SECTION 14 MISCELLANEOUS**

- 14.1 VENUE. This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.
- 14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of Consultant's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the services provided by this Agreement.
- 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out

the services to be performed under this Agreement.

- 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
  - 14.4.4 Consultant agrees that County may furnish this certification to any local, state or federal governmental agencies in connection with this Agreement and with those portions of the Project involving participation of agency grant funds. Consultant agrees that this certification is subject to all applicable state and federal, criminal and civil laws.
  - 14.4.5 This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
  - 14.4.6 This Agreement is subject to the procurement requirements set forth in 23 C.F.R. Part 172, 49 C.F.R. Section 18.36, and 49 C.F.R. Part 26.
- 14.5 NOTICE. Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing. The notice will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given. The notice will be given and deemed to have been given on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

The address of County for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

COUNTY: Cyd V. Grimes, C.P.M., CPPO (or successor)  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin. Texas. 78767

with copies to (registered or certified mail with return receipt is not required):

Steven M. Manilla, P.E., (or successor)  
County Executive, Travis County Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

The address of Consultant for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

Klotz Associates, Inc.

901 S. Mopac, Suite 220  
Austin, TX 78746

14.6 INSURANCE. Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.

14.7 FORFEITURE OF AGREEMENT. Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of all consideration, paid to Consultant pursuant to this Agreement if:

- (i) Consultant was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons; or
- (ii) Consultant does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement.

14.7.1 "Was doing business" and "has done business" mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

- (c) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Consultant in the ordinary course of its business; or
- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

14.7.2 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6.

14.8 PURCHASE ORDER. Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the Travis County Purchasing Office will assign a purchase order number. Consultant and its

contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the [Travis County Transportation and Natural Resources Department *or* Facilities Management Department]. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

- 14.9 PAYMENTS. Each payment made hereunder must be allowable under Title 48 Code of Federal Regulations Part 31 and must be consistent with Attachments A and B. County will make payment by check or warrant upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, as indicated on Purchase Orders.

Travis County Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

In order to be considered "correct and complete," an invoice must include at least the following information:

- 14.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 14.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 14.9.3 identification of items or services as outlined in the Agreement;
- 14.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.9.5 any additional payment information that may be called for by this Agreement.
- 14.9.6 Consultant shall also submit a statement with each invoice showing the percentage completion of the work to date, as well as any additional written information requested by County to document the progress of the work.
- 14.9.7 Payments made under this Agreement are subject to cost principles set forth in Title 48 Code of Federal Regulations Part 31. In addition, this Agreement is subject to the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. In the event of a clear conflict between Title 48 C.F.R. Part 31 and the Prompt Payment Act, applicable provisions of Title 48 C.F.R. Part 31 shall control.
- 14.9.8 Consultant must pay its subconsultants for satisfactory performance of their contracts no later than ten (10) days from the Consultant's receipt of payments from County hereunder. Consultant must complete and submit the Prompt Payment Certification (Federal-Aid Projects) form set forth in Exhibit H-7 as prescribed therein.
- 14.9.9 Consultant shall complete and submit other forms and reports, as required, including

the forms and reports set forth in Exhibits H-1 – H-7 and other forms and reports required by FHWA or TxDOT as submitted to Consultant for completion.

- 14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED. In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:
- 14.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and
  - 14.10.2 the debt is paid.
  - 14.10.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.
  - 14.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.
- 14.11 INTEREST ON OVERDUE PAYMENTS. Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.
- 14.12 PROPERTY TAXES. Notwithstanding anything to the contrary in this Agreement, if Consultant is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 14.13 TAXPAYER IDENTIFICATION. Consultant shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 14.14 SUCCESSORS AND ASSIGNS. This Agreement will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 14.15 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

- 14.15.1 The Consultant agrees to comply with the requirements set forth in Q120156-JW, Attachment 2 covering TxDOT's DBE Program adopted by Travis County, including all documents attached thereto, in accordance with applicable provisions of the Memorandum of Understanding between Travis County and the Texas Department of Transportation ("MOU"), contained in Appendix C Form 2395 hereto.
- 14.15.2 The Consultant shall submit progress assessment reports to report actual payments made to Disadvantaged Business Enterprises. One copy shall be submitted with each billing statement, and one copy shall be submitted to the County's DBE Liaison officer at 700 Lavaca Street, Suite 800, Austin, Texas 78701.
- 14.15.3 Prior to contract closeout, the Consultant shall submit a final report (Form SMS.4904) to the County's DBE Liaison officer at 700 Lavaca Street, Suite 800, Austin, Texas 78701.
- 14.15.4 The Consultant's subcontracting program must comply with the requirements of Attachment 2 of Q120156-JW (DBE requirements).
- 14.15.5 The Consultant must not terminate for convenience a listed DBE subconsultant or an approved substitute firm and subsequently perform the work of the terminated subconsultant with Consultant's own personnel or those of an affiliate, without prior written consent of County or FHWA as appropriate.
- 14.15.6 All subcontracts for professional services shall include the provisions of this Subsection 14.15 and any other provisions required by law.
- 14.16 FUNDING OUT. Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it, without penalty to the County or FHWA.
- 14.17 NON-WAIVER OF DEFAULT. No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to County under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.18 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation



shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

- 14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 14.20 CONSULTANT CERTIFICATIONS:
- 14.20.1 Consultant certifies that Consultant (i) is a duly qualified, capable and otherwise bondable business entity; (ii) is not in receivership and does not contemplate same; (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County; and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, court costs and attorney fees, for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.
- 14.21 CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, the Civil Rights Restoration Act of 1987, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 14.21.1 The Consultant shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if the Consultant were an entity bound to comply with these laws. The Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age, or handicapped condition.
- 14.21.2 The Consultant shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 40 as they relate to non-discrimination, as well as Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375. The

contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- 14.21.3 The Consultant, with regard to work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, national origin, age or handicap condition.
- 14.21.4 In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, for this Project, including procurement of materials or leases of equipment, each potential subcontractor, subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the regulations relevant to non-discrimination on the grounds of race, religion, color, sex, national origin, age, or handicap condition.
- 14.21.5 The Consultant shall provide all information and reports required by the above regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the FHWA, TxDOT, or the County to be pertinent to ascertain compliance with the regulations or directives.
- 14.21.6 Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the FHWA, TxDOT, or the County, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 14.21.7 In the event of Consultant's non-compliance with the non-discrimination provisions of this Agreement, upon advance written notice to Consultant and if such non-compliance is not cured within the time set forth in Section 10 hereof, the County shall impose such contract sanctions as the County, TxDOT, or FHWA may determine to be appropriate, including, but not limited to:
  - 14.21.7.1 Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
  - 14.21.7.2 Cancellation, termination, or suspension of this Agreement, in whole or in part.

14.22 GRATUITIES. County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is

terminated by County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.

- 14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.
- 14.24 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim in this Agreement.
- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$100,000. By submitting a Qualifications Statement in response to RFQ# Q120156-JW, Consultant certifies that at the time of submission, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its Qualifications Statement and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.

14.27.1 When requested by the County, TxDOT or FHWA Consultant shall furnish a copy of the certification in accordance with Title 49 Code of Federal Regulations Part 29 (Debarment and Suspension).

14.28 LOBBYING CERTIFICATION.

14.28.1 In executing this Agreement, the signatories certify to the best of his or her knowledge and belief that:

14.28.1.1 No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an

officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and any extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

14.28.2 Consultant shall include the above language in all contracts and subcontracts between Consultant and its contractors, subcontractors, subconsultants, agents, or representatives.

14.28.3 Submission of this certification is a prerequisite for making or entering into this transaction, as required by Title 31 U.S.C. Section 1352.

14.28.4 Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14.28.5 The Consultant and its contractors, subcontractors or subconsultants shall complete the federal standard Form 111, "Disclosure Form Report Lobbying" in accordance with its instructions, as set forth in Exhibit 8 hereto.

14.29 AMENDMENT. The Parties may amend this Agreement only by written instrument signed by both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.

14.30 ENTITY STATUS. By my signature below, I certify that Consultant is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of Consultant, I acknowledge by my signature below that I have read and understand the above paragraphs and that Consultant has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

The parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

CONSULTANT:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative

Date: \_\_\_\_\_

The Texas Board of Professional Engineers, 1917 South IH -35 South, Austin, Texas 78741, phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

TRAVIS COUNTY, TEXAS:

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

**DRAFT**

Date: \_\_\_\_\_

APPROVED AS TO PROCUREMENT COMPLIANCE:

By: \_\_\_\_\_  
Cyd V. Grimes, C.P.M., CPPO  
Travis County Purchasing Agent

AVAILABILITY OF FUNDS CONFIRMED:

By: \_\_\_\_\_  
Nicki Riley  
Travis County Auditor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant County Attorney

**EXHIBIT 1**  
**COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS**

**SECTION 1 – COMPENSATION FOR BASIC SERVICES**

- 1.1 The fixed fee for the performance of the Basic Services will be the sum of (\$685,773.60).
- 1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:
- (i) Design Phase: includes:
- |                              |                            |
|------------------------------|----------------------------|
| Work Product 1- 30% Design   | <u>\$253,473.71</u>        |
| Work Product 2 – 60% Design  | <u>\$180,930.53</u>        |
| Work Product 3 – 90% Design  | <u>\$182,273.68</u>        |
| Work Product 4 – 100% Design | <u>\$69,095.71</u>         |
| TOTAL:                       | <u><b>\$685,773.60</b></u> |

**SECTION 2 - FIXED FEE**

- 2.1 Consultant and County acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.
- 2.2 In the event of any dispute over the classification of Consultant's services as either "Basic" or "Additional" services, the decision of the County Project Manager will be final and binding on Consultant. .

**SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES**

- 3.1 "Additional Services" are defined as any services performed by Consultant not specifically described in the Basic Services (Section 2 of this Agreement).
- 3.2 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.
- 3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth in Exhibit 2.
- 3.4. County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant's errors or omissions, in which case County will not compensate Consultant.

**SECTION 4 – REIMBURSABLE EXPENSES**

- 4.1 County will reimburse Consultant for non-labor expenses and a subcontract management fee incurred in the performance of the Basic Services under this Agreement, both of which are at invoice cost plus a N/A percent (N/A%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: \$36,502.50 x 1.00 = \$36,502.50

Sub-Contract Management Fee: \$N/A x N/A% = \$N/A

REIMBURSABLES TOTAL NOT TO EXCEED: \$36,502.50

**SECTION 5 –TOTAL AGREEMENT SUM**

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$685,773.60, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$36,502.50, will not exceed \$722,276.13.

**SECTION 6 –SCHEDULE OF PAYMENTS**

- 6.1 Payments will be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources Department.

**EXHIBIT 2**  
**HOURLY RATES**

**BASIC SERVICES****Schedule of Rates (Hourly):**

<i>Senior Project Manager</i>	<i>\$190.00</i>
<i>Project Manager</i>	<i>\$175.00</i>
<i>Senior Engineer</i>	<i>\$150.00</i>
<i>Project Engineer</i>	<i>\$126.00</i>
<i>Design Engineer</i>	<i>\$113.50</i>
<i>E.I.T.</i>	<i>\$95.00</i>
<i>Engineer Tech</i>	<i>\$90.00</i>
<i>Senior CADD Operator</i>	<i>\$90.00</i>
<i>CADD Operator</i>	<i>\$76.75</i>
<i>Admin/Clerical</i>	<i>\$61.50</i>

**ADDITIONAL SERVICES****Schedule of Rates (Hourly):**

<i>Senior Project Manager</i>	<i>\$190.00</i>
<i>Project Manager</i>	<i>\$175.00</i>
<i>Senior Engineer</i>	<i>\$150.00</i>
<i>Project Engineer</i>	<i>\$126.00</i>
<i>Design Engineer</i>	<i>\$113.50</i>
<i>E.I.T.</i>	<i>\$95.00</i>
<i>Engineer Tech</i>	<i>\$90.00</i>
<i>Senior CADD Operator</i>	<i>\$90.00</i>
<i>CADD Operator</i>	<i>\$76.75</i>
<i>Admin/Clerical</i>	<i>\$61.50</i>



**EXHIBIT 3**  
**PROJECT SCHEDULE**

- A. Consultant shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the County Project Manager and Consultant will update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural/engineering practice. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.
- A.1 Consultant shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any County approval or decision is not made within the time frame specified in the Project Schedule;
  2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
  3. a force majeure event has occurred; and
  4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to Consultant until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date.
- C. Consultant shall complete all design work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **780 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **780** days specified in paragraph C, above, does not include any time period during which County maintains control of the Work Product or any other documents to be submitted under this Agreement for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

**PERFORMANCE SCHEDULE**

<b>Phase</b>	<b>Precedent</b>	<b>Duration</b>
Work Product #1 – 30% Design	Notice to Proceed	360 days
Work Product #2 – 60% Design	County acceptance of WP #1	180 days
Work Product #3 – 90% Design	County acceptance of WP #2	120 days
Work Product #4 – 100% Design	County acceptance of WP #3	120 days

**ATTACHMENT 2 TO EXHIBIT 3**

## UTILITY RELOCATION SERVICES

- I. Research records of properties within Project limits of construction
  - a) identify all utility companies that serve the properties
  - b) identify easements on the property and obtain descriptions and copies of any dedication instruments and plats
  - c) identify owners of utilities and their contact information
- II. Obtain existing conditions and proposed improvement information from utility companies
  - a) determine type, size, and approximate location of existing utilities
    - 1) interview appropriate utility company representatives
    - 2) obtain as-built drawings, if available
  - b) determine future plans for utility work within the limits of construction
    - 1) interview appropriate utility company representatives
    - 2) if available, obtain preliminary utility engineering plans and schedule for future improvements
    - 3) if no engineering plans are available, obtain description of proposed improvements, including design criteria that will be used, including but not limited to:
      - i) utility assignment
      - ii) depth requirements
      - iii) design requirements for separation from other utilities, structures, or activities
- III. Review Project design information for existing and potential conflicts
  - a) plan sheets showing existing and proposed conditions for roadways, bridges, buildings, utilities, topography, fences, walls, storm sewer systems, etc.
  - b) profile sheets showing existing and proposed conditions
  - c) detail sheets for foundations showing size and depth requirements
  - d) cross sections showing existing ground and proposed improvements, including excavations, embankments, drainage channels, etc.
- IV. Coordinate the relocation, protection, upgrading, or abandonment of utilities
  - a) identify for the County Project Manager any apparent conflicts between existing or proposed utilities and the Project improvements shown in the design documents
  - b) provide copies of design documents to all utility service providers along with a list of conflicts identified
    - i) maintain database of utility companies provided with design information, contact persons and numbers, information transmittals, written and verbal communications, and any other pertinent information showing who was involved in the coordination, the decisions made, and the time taken to complete the process
    - ii) meet with utility company representatives to determine their proposed method for reconciling conflicts and communicate the information to TNR
    - iii) meet with TNR and County Attorney's Office and/or the utility company representatives and other public entities as needed to assist with reconciling conflicts between utilities and the proposed improvements, and record and distribute minutes of such meetings
    - iv) prepare draft of elements to be included in any utility agreements or memoranda of understanding to be developed between TNR and utility service providers, including responsibilities for relocation, upgrading, or protection; specifics related to costs, scheduling, sizes and types, vertical and horizontal locations; and any special construction and/or protection requirements

- v) provide documentation of correspondence and coordination efforts to TNR upon completion of assignment

#### V. Additional Services

- a) field check locations of above-ground utilities and visible components of below-ground utilities and mark locations relative to existing topographic features on mapping to be provided by TNR
- b) provide, or contract with companies that can provide, underground utility locating services
- c) hand excavate to verify location of utilities
- d) represent TNR at Austin Area Utility Coordinating Committee meetings
- e) attend pre-construction and construction meetings
- f) provide documentation and testimony as needed to help resolve claims related to utility work or property condemnation cases

**ATTACHMENT 3 TO EXHIBIT 3**

## CONSTRUCTION ADMINISTRATION SERVICES

## (a) Coordination and Pre-Construction Meeting Services

## (i) Technical Submittals and Samples

Prepare a list of all technical submittals required by the Contractor. Distribute this list at the pre-construction meeting.

## (ii) Permits

Prepare a list of all permits to be obtained by the Contractor. Distribute this list at the pre-construction meeting.

## (iii) Material Testing and Inspections

Prepare recommendations for the Project construction and materials testing protocols.

## (iv) Pre-construction Submittals

Provide review comments on Contractor's pre-construction submittals. Pre-construction submittals include the Contractor's construction schedule, division of contract, subcontractor list, materials supplier list, or any special submittals requested of the Contractor prior to the pre-construction meeting.

## (b) Administrative Tasks

(i) Prepare draft agenda for pre-construction meeting.

(ii) Determine the Project communication, reporting, submittal approval/rejection protocol, and documentation requirements.

(iii) Conduct weekly job site meetings. Determine the format for scheduling, conducting, and recording construction meeting minutes.

(iv) Review and become knowledgeable about any required County construction administration processes.

(v) Record meeting minutes.

(vi) Maintain Project construction records consisting of all correspondence related to the construction of the Project, including but not limited to:

- (A) all approved technical submittals and a technical submittal checklist;
- (B) all approved field orders and change orders;

- (C) contract specifications and drawings;
- (D) daily log;
- (E) job meeting minutes;
- (F) clarifications drawings;
- (G) daily progress reports; and
- (H) processed pay requests.

(vii) The daily log, as a minimum, must contain information regarding weather conditions, ambient temperatures, Contractor manpower levels, subcontractor manpower levels, daily hours of inspection, travel time, conversations, work items being performed, material delivery information, and other observations.

(viii) Daily logs must be completed and include a statement as to whether or not the Contractor is behind schedule or delaying the progress of the work and, if so, the steps the Contractor should take to get back on schedule. Copies of daily logs shall be made available to the County upon request.

(ix) Maintain complete files of all Project-related documents at the Project site.

(x) Upon the completion of each calendar month, furnish the County with a typed statement summarizing the status of the work. In the event the work is behind schedule, the statement shall also delineate what efforts the Contractor must take to get back on schedule. A copy of this statement shall also be delivered to the Contractor.

(xi) After the Project has been completed, submit the Project files, along with the original daily logs, to the County.

#### (c) Construction Phase Services

##### (i) Submittals

Process submittals, including receipt, review of, and appropriate action on shop drawings, samples and other submittals. Provide recommendations for County approvals of "or equal" substitutions along with any recommended cost adjustments.

##### (ii) Contract Modifications

For modifications required by the County to resolve design errors or omissions, the County Project Manager will coordinate with Consultant to provide the following services:

(A) provide recommendations to the County concerning potential changes and modifications to the Project that are encountered during construction.

(B) identify and investigate feasible alternatives, to the extent practical, and

prepare necessary plans, details, etc. required to obtain firm cost and schedule impact statements from the Contractor.

(C) evaluate the Contractor's impact statements and, in conjunction with the County, negotiate costs for any contemplated changes with the Contractor.

(iii) Contractor Pay Requests

Upon receipt of a pay request from the Contractor, jointly review each line item with the Contractor and advise the Contractor's representative of any discrepancies or conflicts in the pay requests. Verify the accuracy of quantities of installed, delivered, and stored materials. Advise the County of any issues that may warrant withholding, reducing, or delaying payment to the Contractor and provide supporting documentation.

(iv) Interpretation of the Contract Documents

Upon request, provide interpretation or clarification of the construction documents to the County or the Contractor. Determine an acceptable method for communicating interpretations and clarifications directly to the Contractor beforehand.

(v) Observation

Site visits are to be performed to the extent necessary to:

(A) observe, document, and report to the County and the Contractor whether the Project is being constructed in accordance with the contract documents.

(B) observe, document, and report to the County and the Contractor whether the proper measure of unit price bid quantities is being implemented and confirm percentage completion of lump sum items.

(C) observe, document, and report to the County the progress of the Contractor and resources committed to the Project by the Contractor.

(vi) Materials Testing and Inspections

(i) Establish and administer a materials sampling and testing program to provide quality control and compliance with the construction plans and specifications. Utilizing the list of required testing developed from the construction documents, develop a testing program for the Project. The testing program must designate what services are to be provided by Consultant and what services are to be provided by the Contractor. Services must include, but not be limited to, soils compaction testing, concrete cylinder compression strength testing, gradation analysis, miscellaneous shop inspection, and other testing required by the construction contract documents, or as specifically requested by County. A copy of the proposed testing program shall be prepared for review by County prior to beginning work.

(ii) Review all laboratory and field-testing results to determine whether results are in compliance with the construction contract documents and provide recommendations for correction of substandard materials and workmanship revealed during testing.

(vii) Claims

Assist County with claim reviews and negotiations upon request. Assist County with the preparation of related correspondence and documentation.

(viii) Contract Enforcement

Examine Contractor workmanship, materials, progress, and overall compliance with requirements of the contract documents and immediately report any observed deficiencies to the Contractor and County. Communicate to the Contractor and County steps that may be necessary to effect corrective action. Document deficiencies and actions taken by Contractor to correct them. Assist County with evaluating impacts of potential contract termination upon Project costs and the Project Schedule.

(ix) Contract Termination

Assist County with completion of an assessment of the status of the Contractor's contract, the development of an agreement with the Contractor's surety to complete the work, and preparing and holding a pre-construction meeting with the replacement contractor.

(x) Project Acceptance and Close-out

(A) Perform substantial completion and final inspections with County and the Contractor and compile and distribute related punchlist items requiring correction.

(B) Compile and review for completeness all Operation and Maintenance Manuals to be submitted by the Contractor and inform Contractor of any deficiencies.

(C) Review and comment on final pay request and supporting close-out documents, and provide recommendation for approval or rejection to County.

(D) Upon Project completion, obtain the original drawings, incorporate all as-built conditions on the original drawings and provide copies to County at Project close-out.

(D) Post Construction Services

(i) Meet with County upon request during the warranty period to investigate problems with materials, equipment, and/or workmanship that may arise. Determine whether or not such problems are warranty issues or design issues and recommend solutions.

(ii) Coordinate and attend with County a final warranty inspection no less than sixty days prior to expiration of Contractor warranty period. Develop list of deficiencies, if any, and determine if deficiencies are caused by inferior workmanship, equipment,



and/or materials or by other reasons. Provide recommendations for resolving each deficiency. Complete a follow-up inspection with County to determine whether deficiencies have been corrected by the Contractor prior to expiration of the warranty period.

**EXHIBIT 4**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action must include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Consultant shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of Consultant's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Consultant shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. Consultant shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. Consultant shall take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT 5****INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

## II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

### A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
  - \$500,000 bodily injury each accident
  - \$500,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
  - a. Waiver of Subrogation (Form 420304)
  - b. Thirty (30) day Notice of Cancellation (Form 420601)

### B. Commercial General Liability Insurance

1. Minimum limit:  
\$1,000,000\* per occurrence for coverage A and B with a \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
  - a. Blanket contractual liability for this Contract
  - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
  - a. Waiver of Subrogation (Form CG 2404)
  - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
  - c. Travis County named as additional insured (Form CG 2010)

\* **Supplement Insurance Requirement** If child care, or housing arrangements for clients is provided, the required limits shall be:

\$ 1,000,000 per occurrence with a \$ 2,000,000 policy aggregate

### C. Business Automobile Liability Insurance

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000\* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
  - a. Waiver of Subrogation (Form TE 2046A)
  - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)

c. Travis County named as additional insured (Form TE 9901B)

### † **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of \$ 100,000/\$300,000/\$50,000 may be provided in lieu of Business Automobile Liability Insurance

#### D. Professional Liability and/or E & O Insurance

1. Minimum Limit: \$ 1,000,000 per Occurrence
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
3. Additional insured status for Travis County is **not** required

#### E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
3. Additional Insured status for Travis County is **not** required

#### Insurance covering work on state right-of-way

A. If this Agreement authorizes the Consultant or its subcontractors or subconsultants to perform any work on state right-of-way before beginning work, the entity performing the work shall provide the state with a fully executed copy of the state's Form 1560, Certificate of Insurance, verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right-of-way. [Specify location of work.] This coverage shall be maintained until all work on the state right-of-way is complete.

B. If coverage is not maintained, all work on state right-of-way shall cease immediately, and the state may recover damages and all costs of completing the work.

**EXHIBIT 6**

STATE OF TEXAS            }  
COUNTY OF TRAVIS        }

**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of CONSULTANT: \_\_\_\_\_  
County of CONSULTANT: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365-day period immediately before the date of this affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of notary  
My commission expires: \_\_\_\_\_

**EXHIBIT 6, ATTACHMENT 1**  
**LIST OF KEY CONTRACTING PERSONS**

**April 2, 2013**

**CURRENT**

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant .....	Melissa Velasquez	
Executive Assistant .....	Josie Z. Zavala	
Executive Assistant .....	Vacant	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse) .....	Annie Davis	Seton Hospital
Executive Assistant .....	Deone Wilhite	
Executive Assistant .....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse) .....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse) .....	CharylN Daugherty	Consultant
Executive Assistant .....	Bob Moore*	
Executive Assistant .....	Martin Zamzow*	
Executive Assistant .....	Barbara Smith*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant .....	Edith Moreida	
Executive Assistant .....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley*	
County Executive, Administrative .....	Vacant	
County Executive, Planning & Budget .....	Leslie Browder*	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services .....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management .....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer .....	Tanya Acevedo	
Interim Chief Information Officer .....	Rod Brown	
Interim Chief Information Officer .....	Walter Lagrone	
Director, Records Mgmt & Communications ..	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Elizabeth Winn	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jim Connolly	
Attorney, Transactions Division .....	Tenley Aldredge	

Director, Health Services Division ..... Beth Devery  
 Attorney, Health Services Division ..... Prema Gregerson  
 Purchasing Agent ..... Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent ..... Marvin Brice, CPPB  
 Assistant Purchasing Agent..... Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV ..... CW Bruner, CTP  
 Purchasing Agent Assistant IV ..... Lee Perry  
 Purchasing Agent Assistant IV ..... Jason Walker  
 Purchasing Agent Assistant IV ..... Richard Villareal  
 Purchasing Agent Assistant IV ..... Patrick Strittmatter  
 Purchasing Agent Assistant IV ..... Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV ..... Scott Wilson, CPPB  
 Purchasing Agent Assistant IV ..... Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV ..... Loren Breland, CPPB  
 Purchasing Agent Assistant IV ..... John E. Pena, CTPM  
 Purchasing Agent Assistant IV ..... Rosalinda Garcia  
 Purchasing Agent Assistant IV ..... Angel Gomez\*  
 Purchasing Agent Assistant III ..... Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III ..... David Walch  
 Purchasing Agent Assistant III ..... Michael Long, CPPB  
 Purchasing Agent Assistant III ..... Nancy Barchus, CPPB  
 Purchasing Agent Assistant III ..... Jesse Herrera, CTP, CTPM, CTCM\*  
 Purchasing Agent Assistant III ..... Sydney Ceder\*  
 Purchasing Agent Assistant III ..... Vacant  
 Purchasing Agent Assistant II ..... Vacant  
 Purchasing Agent Assistant II ..... L. Wade Laursen\*  
 Purchasing Agent Assistant II ..... Sam Francis\*  
 HUB Coordinator..... Sylvia Lopez  
 HUB Specialist ..... Betty Chapa  
 HUB Specialist ..... Jerome Guerrero  
 Purchasing Business Analyst ..... Scott Worthington  
 Purchasing Business Analyst ..... Jennifer Francis  
 TNR... ..... Steve Sun, P.E.  
 TNR... ..... Miguel Villarreal, P.E.

**FORMER EMPLOYEES**

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Executive Assistant .....	Lori Duarte .....	06/15/13
Chief Information Officer .....	Joe Harlow .....	07/31/13
County Auditor .....	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV... ..	George R. Monnat, C.P.M., A.P.P. ....	09/26/13
Executive Assistant .....	Cheryl Aker.....	10/05/13
Purchasing Agent Assistant II ... ..	Jayne Rybak, CTP .....	12/14/13
Commissioner, Precinct 3 .....	Karen Huber ....	01/01/14
Executive Assistant .....	Garry Brown ....	01/01/14
Executive Assistant .....	Julie Wheeler ... ..	01/01/14
Executive Assistant .....	Jacob Cottingham .....	01/01/14

\* - Identifies employees who have been in that position less than a year.



## **APPENDIX A**

### **SCOPE OF SERVICES**

Highway: FM 1626

Limits: From: From 1,100' west of Brodie Lane

To: FM 2304

CSJ: 1539-02-026

Contract No.: PT 2011-007-01

Travis County (hereinafter referred to as the "Owner") intends to contract with Klotz Associates (hereinafter referred to as the "Engineer") for the preparation of environmental documents and schematic design to obtain environmental clearance for the widening of FM 1626 from 1,100 feet west of Brodie Lane to FM 2304 and for the preparation of plans, specifications, and estimates (PS&E) on the final selected alternative. The Owner has executed a Pass-Through Agreement with the Texas Department of Transportation (hereinafter referred to as "TxDOT") for the PS&E portion of the project.

The work to be performed by the Engineer under this contract consists of providing engineering services required for the preparation of environmental documents, most likely an Environmental Assessment (EA) and a Finding to obtain environmental clearance for the overall project limits from Brodie Lane to FM 2304. As currently envisioned in the 2035 CAMPO Plan, the project would consist of widening from a two-lane roadway to four-lane roadway with a continuous left turn lane throughout the project limits. The Engineer shall prepare plans, details, and compute quantities to include demolition, roadway design, grading, paving, sidewalks, bicycle accommodation and pedestrian ramps, any water and sewer lines owned by others, drainage, detention facilities, bridges, traffic signals, signing, pavement markings, illumination, traffic control plans, storm water pollution prevention plans, water quality features, retaining walls, noise mitigation determined reasonable, feasible and cost effective, , specifications, and cost estimates.

The Engineer shall coordinate with the Owner to secure right of entry to private property for performing any surveying. The Engineer will make every effort to comply with the wishes and address the concerns of private property owners.

The Engineer shall coordinate for the development of the PS&E with any local entity having jurisdiction or interest in the project (e.g., city, county, State or municipal utility district).

The PS&E shall be developed in English units using the 2004 TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The final plan sheets shall be 4 mil white opaque standard mylars, size 11"x17", signed (in blue ink), sealed, and dated by a Professional Engineer registered in the State of Texas. The plans shall be noted as copyrighted with the TxDOT's logo and submitted to TxDOT and the Owner. The final plans and documents will be provided to the Owner in pdf format on CD along with digital files.

PS&E for the above work shall be prepared in accordance with the requirements of the TxDOT's specifications, standards, and manuals (latest revision). Whenever possible, the TxDOT's standard drawings, standard specifications, or previously approved special provisions and/or special specifications shall be used. Special provisions or special specifications developed or modified for this project shall be in the TxDOT's format and, to the extent possible, incorporate references to approved TxDOT test procedures. Any specifications developed by the Engineer shall be submitted to the TxDOT for approval prior to inclusion in the PS&E. The Engineer shall sign, seal, and date all project specific modifications to standard drawings.

The Engineer shall make submittals in accordance with the Owner's agreement with TxDOT. The submittal shall consist of up to 10 copies of 11"x17" paper sets. The Engineer shall reply to each comment either within the plan set or by separate cover letter. The Engineer shall make all agreed upon changes to the submitted documents before the next scheduled submittal.

The written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a percent complete.

The Engineer shall prepare a design time schedule using Microsoft Project software. The design time schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format that depicts the interdependence of the various items and shall be updated monthly and submitted with the monthly invoice.

## **ADDITIONAL RESPONSIBILITIES**

### Easements, Letters of Permission, Etc.

The Engineer (RPLS) shall be responsible for delineating easements on areas outside TxDOT ROW for purposes of proposed construction. The Owner and /or Developer will be responsible for securing the necessary legal instruments.

### Coordination of Utilities

The Engineer shall furnish a copy to the Owner prints of a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary and are not for plotting purposes. Upon completion of the preliminary drainage plans, the engineer shall distribute to the various utility companies and request their review of possible conflicts. Upon return of these prints, the Engineer will schedule a meeting with the Owner and the various utility companies to discuss potential conflicts. The engineer is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

### Meetings

Meetings will be held with the State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the Owner. The Engineer shall coordinate through the Project Engineer for the development of this project with any local entity having jurisdiction or interest in the project (i.e. city, state, etc.). Keep the Owner in the loop of these meetings.

### Specifications, Special Provisions, Special Specifications

Whenever possible, use the standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification are developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

### Project Manager/Engineer Communication

The Engineer shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the Owner's Project Engineer. Any replacements to the engineer's designated Project Manager/Engineer must be approved by the Owner.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated.

### Design Responsibilities

The Engineer is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the Owner and all decisions shall be final and binding. This would include, but not be limited to:

1. All design errors and/or omissions resulting in additional design work to correct errors and/or omissions and cost increases that may occur during construction.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The Engineers shall promptly make necessary revisions or corrections resulting from the engineer's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the Owner will not relieve the Engineer of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

#### Document and Information Exchange

Data, Special Provisions, General Notes and/or Specifications provided to the Owner shall be furnished on either CD in word format or other format to be determined by Owner and TxDOT.

The Engineer shall provide to the Owner, a graphics file containing all the plan sheets for the project. The graphics file shall be compatible with the Owner's computer system.

#### Evaluation

An evaluation of the Engineer's performance, professionalism, quality of plan preparation, etc., will be performed by the Owner. This evaluation will be kept on file and will determine to a large extent the Engineer's consideration for future projects.

#### Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

### **PROJECT DELIVERABLES (GENERAL)**

Shown below are the general deliverables for the project to be submitted to the Owner and TxDOT. Detailed descriptions of work products can be found beginning on page A-5 of this scope of work.

#### Schematic Design

Prior to proceeding with the 30% PS&E Design Phase Submittal, the Engineer shall submit and obtain approval of the following:

1. Schematic Alternatives: The Engineer shall prepare three alternatives for consideration to the Owner and TxDOT
2. Final Schematic: The Engineer shall prepare a final schematic for approval by the Owner and TxDOT.

#### Construction Document Submittals – PS&E

The engineer shall submit the following:

1. 30% Design Phase Submittal – Plans and Estimate
2. 60% Design Phase Submittal – Plans, Specifications, and Estimate
3. 90% Design Phase Submittal – Plans, Specifications, Estimates, and Standards
4. 100% Design Phase Submittal – Plans, Specifications, Estimates, and Standards

#### Project Reports

The Engineer shall submit the following:

1. Design Concept Conference Documents

2. Environmental Documents:
  - a. Project Scope and Environmental Checklist
  - b. Technical Reports
  - c. Environmental Assessment
  - d. Public Meetings Summary and Analysis
  - e. Administrative Record and Construction Stage Gate
3. Drainage Report
4. Geotechnical report:
  - a. Pavement Design
  - b. Foundation recommendations
  - c. Backfill Requirements
5. Traffic Study

#### Utility Exhibits

The Engineer shall submit the following:

1. Utility Conflict List (30%, 60%, 90%, and 100%)
2. Utility Exhibits

#### Right of Way Mapping (in format approved by TxDOT)

1. Abstract Map
2. ROW Map
3. Parcel Plats
4. Metes & Bounds descriptions
5. Temporary Construction Easements
6. Permanent Easements

### **ENVIRONMENTAL DOCUMENTS AND SCHEMATIC DESIGN**

This portion of the project includes providing engineering services required for the preparation of environmental documents, most likely an Environmental Assessment (EA) and a Finding to obtain environmental clearance for the overall project limits from Brodie Lane to FM 2304. The specific scope of the task required to complete this work is shown below.

#### **Route and Design Studies (Function Code 110)**

- A. **Data Collection** - The Engineer shall collect, review, and evaluate data described below.
  1. Record Drawing plans, existing schematics, right-of-way maps, subsurface utility engineering (SUE) mapping, existing cross-sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, bridge inspection records, pavement management information system data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
  2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.

3. Utility plans and documents from the Travis County and appropriate municipalities and agencies.

- B. Field Reconnaissance** - The Engineer shall conduct field reconnaissance and collect data including a photographic record of notable existing features.
- C. Design Concept Conference** - Project specific information shall be provided on the Design Concept Conference (DCC) form. The Engineer, in cooperation with the Owner and TxDOT shall plan, attend, and document a DCC to be held prior to the 30% milestone submittal at TxDOT. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel shall discuss and agree on:
1. Roadway and drainage design parameters
  2. Engineering and environmental constraints
  3. Project development schedule
  4. Other issues as identified by the State
  5. Identify any design exceptions and/or waivers
  6. Preliminary construction cost estimate

The Engineer shall update the DCC form to incorporate comments from the conference and shall maintain the form throughout the contract.

- D. Schematic Design** - The engineer shall prepare at least three alternatives for consideration during the schematic design. The three alternatives will be shown in plan view and will include the latest available aerials for backgrounds. The preferred (final) alternative will include plan, profile, typical section, turning movement diagrams, legend, and title. The preferred (final) schematic design shall be prepared based on a selection of a previous alternative.
- E. Preliminary Cost Estimate** - The Engineer shall review and update a preliminary construction cost estimate using the TxDOT's average bid prices for the Austin District for the preferred (final) alternative. A comparative planning cost estimate will be provided for all three alternatives.
- F. Geotechnical Report** – The Engineer shall drill the number of soil borings necessary to satisfy TxDOT Criteria for bridge design, permanent and temporary pavement, retaining walls, culverts, and backfill requirements.

The Engineer has assumed one bridge and four retaining walls with a total length of 500 feet. Alignments and P&P's have not been generated currently and a proposal will be updated following receipt of the plans. TxDOT criteria shall be followed for spacing borings and sampling including Texas Cone Penetrometer testing as per TxDOT geotechnical manual dated 2010 for bridges and retaining walls.

The soil borings will be properly backfilled with bentonite chips and a single lift of cold patch asphalt where applicable. The soil samples will be obtained using shelly tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils.

All the field sampling and laboratory tests will be performed according to typical geotechnical standards, where applicable, or with other well established procedures. Appropriate laboratory tests will be performed on soil samples recovered from the borings. Laboratory testing will include moisture content, liquid limit, plastic limit, unconfined compression, and particle size analysis tests.

The construction documents will be reviewed at the various submittal phases to confirm the geotechnical recommendations are properly addressed. Additional detail regarding pavement design scope follows.

### **1. Pavement Design Scope**

The Engineer will design a pavement section to achieve a 20-Year Design Life as approved by TxDOT. The Owner and TxDOT will approve the materials to be considered for this design. The pavement design will include consideration of traffic loads to be provided to the Engineer, lab test results, and borings. The TxDOT pavement design procedure will be followed, using the FPS 21 analysis program. The traffic data required includes current and projected traffic counts and truck percentages.

Because the proposed alignment is along an existing road, it is recommended to utilize nondestructive deflection testing (NDT) with the Falling Weight Deflectometer (FWD) to calculate subgrade design parameters, as per TxDOT requirements. The data may also be used to finalize boring locations to ensure geotechnical data is collected for any changes in subgrade conditions identified in profiles of the NDT data. The Engineer will evaluate the existing pavement section based on deflection data and make recommendations for upgrades as necessary.

The construction documents will be reviewed at the various submittal phases to confirm the pavement design recommendations are properly addressed.

### **2. Engineering Report Deliverable**

The Engineer anticipates providing geotechnical and pavement design deliverables for both Work Product 1, 30% complete design documents and Work Product 2, 60% complete design documents. It is further understood that each Work Product is submitted for review and must not proceed to the next Work Product or phase until it receives a written notice-to-proceed for that next Work Product or phase.

As per the original Travis County RFQ, Work Product 1: The 30% submittal will provide the draft geotechnical report with pavement design. Work Product 2: The 60% submittal will include the final geotechnical report with pavement design. In general, the following items will be included in the geotechnical report:

- a. Site Vicinity map,
- b. Geology map,
- c. Plan of borings,
- d. Boring logs,
- e. Laboratory test results summary,
- f. Swell potential evaluations,
- g. Groundwater conditions,

- h. Generalized subsurface conditions,
- i. Pavement thickness design
- j. Subgrade stabilization, if determined necessary, and
- k. General earthwork recommendations.

**G. Water/Wastewater Preliminary Engineering** - The Engineer shall contact existing water and wastewater utility providers to determine the location, type, and size of utilities that may be affected by the project. The Engineer shall assess potential conflicts and discuss them with the utilities and design team. The Engineer shall prepare preliminary schematic drawings for the proposed relocation of water and wastewater lines and infrastructure.

### **Environmental Studies and Public Involvement (Function Code 120)**

#### **Environmental Studies**

##### **TASK 1: ENVIRONMENTAL SCOPE AND LETTER**

The Engineer will complete the Project Scope and Environmental Issues Checklist. The Engineer will also complete a classification letter to be sent by the local sponsor with the above mentioned scope.

##### **TASK 2: ENVIRONMENTAL BACKGROUND STUDIES**

To determine the background environmental conditions and select environmental consequences of the proposed project, the Engineer will perform the following required studies in accordance with TxDOT's Standards of Uniformity (SOU): 1) noise analysis, 2) air quality analysis, 3) jurisdictional waters and wetlands investigation, 4) threatened and endangered species/migratory bird investigation, 5) indirect and cumulative impacts analysis, 6) cultural resources investigation. These studies will be utilized during the preparation of the Technical Reports and National Environmental Policy Act (NEPA) Environmental Assessment EA.

##### **A. Noise Analysis**

The noise analysis will be performed in accordance with TxDOT's Noise Guidelines and FHWA guidelines. The noise analysis will identify representative receivers that might be impacted by highway traffic noise and determine existing and predicted noise levels using the FHWA Traffic Noise Model (TNM), Version 2.5. The noise analysis shall identify impacted receivers in accordance with the State's absolute and relative criteria and include the development of noise contours. *If the noise analysis for the Preferred Alternative results in noise impacts and noise abatement is required, it will be completed under a supplemental work authorization.*

##### **B. Air Quality Analysis**

An air quality analysis will be prepared in accordance with the TxDOT's Air Quality Guidelines-2006 and TxDOT's Air Quality Environmental Standards of Uniformity-2011. The following actions and information will be included:

1. A qualitative MSAT analysis will be included as part of the air quality analysis. A summary of the air quality analysis will be included in the EA.

2. If a Carbon Monoxide Traffic Air Quality Analysis is required, the additional services necessary will be provided through a supplemental agreement.
3. If a quantitative MSAT analysis is required, the additional services necessary will be provided through a supplemental agreement.

C. Jurisdictional Waters and Wetlands Investigation

Engineer will perform an analysis of the most currently available aerial photographs, topographical maps, the National Wetlands Inventory (NWI) database, soil surveys, USGS Quadrangles, jurisdictional waters assessments and wetlands determinations previously performed in the area, and conduct the appropriate field work necessary to identify USACE jurisdictional waters and potential wetlands within the project.

D. Threatened and Endangered Species and Migratory Bird Investigation

A threatened and endangered species habitat assessment will be performed along the proposed build alternatives. A visual inspection within and immediately adjacent to the existing and any proposed right-of-way (ROW) will be performed for state and federal listed threatened and endangered species habitat. Woody vegetation within 300-feet of the existing or proposed ROW on adjacent properties will be surveyed for migratory birds as right-of-entry allows.

The project is outside of the Edward's Aquifer Recharge and Contributing Zones and within karst Zones 3 and 4, which have low or no probability for endangered karst invertebrates, respectively. Therefore, a visual inspection of Karst Zone 3 will be conducted and results summarized in the technical report and environmental document. A geologic assessment will not be required. *If mussel surveys are needed, they will be done under a supplemental agreement.*

This task does not include right-of-entry coordination by Engineer. All potential habitat impacted by this project will be identified and noted during the site investigation. Presence/absence surveys, Section 7 or 10 consultation, and coordination with the U.S. Fish and Wildlife Service are not included in this scope of work if habitat for federally listed species is identified. A supplemental agreement with an additional scope of work and budget will be needed if these activities are required.

E. Hazardous Materials Initial Site Assessment

Engineer will complete a database search and visual inspection within the study area. Travis County and TxDOT will be notified if further testing is required, based on the results of the database search and visual inspection. *If further testing is required, it will need to be done under a supplemental agreement with an additional scope of work and budget.*

F. Indirect and Cumulative Impact Analysis

Engineer will perform an indirect and cumulative impacts analysis in accordance with TxDOT's *Revised Guidance on Preparing Indirect and Cumulative Impact Analyses* (September 2010) and the National Cooperative Highway Research Program (NCHRP) 466 *Desk Reference for Estimating the Indirect Effects of Proposed Transportation Projects*. In accordance with the TxDOT guidance, Engineer will perform the analysis on those resources that are: 1) substantially impacted by the proposed project, and 2) currently in poor and/or declining health or at risk even if the project impacts are relatively small. The analysis will span an appropriate geographic and temporal boundary to be agreed upon prior to detailed evaluation.

**TASK 3: TECHNICAL REPORTS**



Per TxDOT staff guidance, Engineer will prepare technical reports for those areas of concern within the project area that may require technical assistance from TxDOT ENV. The technical reports will detail the results of all field investigations completed under Task2, and will also detail the impacts to each environmental resource for all project alternatives. The technical reports will form the bulk of the text that will be referred to in the NEPA EA document (Task6).

#### A. Purpose and Need

The purpose and need of the project will be established in a technical report. The need will detail why the project should proceed and why current conditions are unsatisfactory. The purpose will focus on the features of the project, regardless of preferred alternative. This task will also reiterate the logical termini analysis and supporting information prepared and presented to TxDOT Austin District, TxDOT ENV, and FHWA during the Pass-Through Toll Financing project.

#### B. Alternative Analysis

This task will describe the process used to develop the alternatives analysis, requirements and benefits of each alternative, alternatives eliminated from detailed study, and detailed descriptions of all reasonable alternatives. The EA will evaluate three build alternatives and one no-build alternative.

#### C. Existing Environment

The existing environment will be established in a technical report. Resources that will be reviewed include, but are not limited to: existing vegetation, geology, soils, hazardous materials, water resources, wildlife, threatened and endangered species habitat, cultural and historic setting, socioeconomics, community impact assessment, noise, air quality, and traffic conditions. Background information detailed in this report will be utilized in the impact analyses in Tasks 3D through 3H below.

#### D. Noise

A noise analysis will be accomplished in accordance with TxDOT's (FHWA approved) Guidelines for Analysis and Abatement of Highway Traffic Noise in coordination with field data collected in Task 2A. The analysis will be compiled into a technical report for review and summarized in the environmental document.

#### E. Air

The qualitative air quality analysis completed in Task 2B will be incorporated into a technical report for review. No quantitative analysis will be completed.

#### F. Federally-listed Threatened and Endangered Species

This task will compile data gathered during field investigations in Task 2D in order to assess each project alternative for potential occurrences of and impacts/effects to state and federally-listed threatened and endangered species. Engineer will utilize applicable federal law, peer-reviewed literature, and USFWS data and guidance to determine potential effects to federally-listed threatened and endangered species for each project alternative.

#### G. Jurisdictional Waters and Wetlands of the U.S.

This task will compile data gathered during field investigations in Task 2C in order to assess each project alternative for impacts to potential waters and wetlands of the U.S. Any impacts to waters or wetlands of the U.S. are anticipated to be authorized through Nationwide Permit (NWP) #14 for linear transportation projects. To be authorized under NWP #14, discharges cannot cause loss of greater than 0.50-acre of waters or wetlands

of the U.S. Pre-construction notification (PCN) must be given to the USACE if wetlands will be impacted or the loss of waters of the U.S. exceeds 1/10 acre at each crossing or if any of the general conditions of the permit cannot be met, including impacts to cultural resources and/or federally-listed species. *Preparation of an Individual Permit or a PCN to the USACE is not included in this scope of work, and if required, would be completed under a supplemental work authorization. It is assumed that wetland mitigation is not required for this project.*

#### H. Socioeconomics and Community Impact Assessment

An analysis of community impacts and impacts to socioeconomics will be detailed in a technical report. Socioeconomic resources under evaluation include, but are not limited to: land use, demographics, environmental justice, displacements, community cohesion, and limited English proficiency.

Each technical report will be submitted for review to TxDOT Austin District, and TxDOT ENV.. Comment resolution included as Task 4.

#### **TASK 4: TECHNICAL REPORT COMMENT RESOLUTION**

Per TxDOT staff guidance, Engineer will prepare and submit technical reports for certain areas of concern within the project area that may require technical assistance from TxDOT ENV. Each technical report will be submitted for review to TxDOT Austin District, and TxDOT ENV. Based on review, Engineer anticipates comment generation at each step of the review process.

#### **TASK 5: CULTURAL RESOURCES BACKGROUND STUDY**

Based on preliminary discussions with the TxDOT Staff Archeologist, Engineer will conduct a background study of the project area in accordance with the TxDOT *Standards of Uniformity (SOU) for an Archeological Background Study*.

The proposed project area has not been previously surveyed for cultural resources and one prehistoric site was recorded in 1966 spanning the FM 1626 roadway within the proposed project area. While a portion of the site was covered by the original construction of FM 1626 and the portion of the site within the FM 1626 ROW was reportedly looted repeatedly, the current condition and significance of this site would need to be assessed. As such, an intensive archaeological survey with shovel testing will be conducted of the entire project area, focusing on areas of new ROW, any easements, the previously recorded site, and the margins of Bear Creek. The survey would include obtaining a Texas Antiquities Permit from the Texas Historical Commission, submitting a Project Coordination Request (PCR) for archeological studies to TxDOT, survey fieldwork and associated expenses, submission of archeological site forms for any documented sites to the Texas Archeological Research Laboratory (TARL), and completion of a survey report that includes National Register of Historic Places (NRHP) and State Archeological Landmark (SAL) eligibility recommendations for any documented sites.

Once right-of-entry has been obtained, our staff can investigate archeological resources, [identify endangered species habitat, and delineate any wetlands to ensure that project designers avoid these constraints to the extent feasible](#). The Texas Historical Sites Atlas indicates that there is no National Register of Historic Places (NRHP) listed sites, Official Texas Historical Markers (OTHM) or Recorded Texas Historical Landmarks (RTHL) present in the vicinity of the proposed project. The Texas Historical Sites Atlas indicates the presence of the Chapel Hill Memorial Cemetery (Cemetery Number TV-CO33) located at Old Manchaca Street, located more than 150-feet from the right-of-way. Another single grave marker was identified on Johnson Road during field investigations. Staff will investigate the potential for additional unmarked burial sites if the project encroaches within the vicinity of this site. There is a low probability that the project area is located within or near potential

historic districts or historically-significant landscapes. Given the proximity to Bear Creek and the presence of one previously recorded prehistoric site, the project area possesses at least moderate probability of containing additional unrecorded aboriginal resources. Archeologist and the Architectural Historian will perform a field assessment to provide clarification on the presence of prehistoric, historic-age, and historically significant resources within the project area that have not been previously documented. Architectural Historian will complete a Project Coordination Request (PCR) and submit this to TxDOT for review and guidance on the level of architectural survey required. Several structures of historic age are located within the APE of the project area. A Research Design and subsequent Reconnaissance Survey Report will likely be required to document the historic standing structures within the APE. These documents, should they be requested following the submittal of the PCR, will be coordinated with TxDOT.

#### Assumptions:

- Our staff will employ a non-collection policy to the maximum extent practicable. Diagnostic (i.e., time- or culturally sensitive) and non-diagnostic artifacts will be sketched and photodocumented in the field, and notes will be recorded on their provenience and apparent cultural and chronological affiliation. In the event that any cultural materials are collected during the survey, they will be temporarily housed at our laboratory facilities in Austin, Texas, and processed for analysis. Any artifacts collected from public ROW during the survey may need to be curated at an approved curational facility according to guidelines of the THC and the curation facility. Curation includes standardized preparation and labeling of field notes, photographs, and cultural materials. Any cultural materials collected from private land would be returned to the landowner. This scope of work does not cover the costs of processing artifacts for curation, the negotiation of a curation agreement with an approved curation facility, or curation fees.
- This proposal covers only the Phase I archeological inventory survey of the proposed APE. It does not include provisions for conducting NRHP/SAL eligibility testing or data recovery excavations on potentially significant sites.
- This scope does not include provisions for mechanical excavations, such as backhoe trenching in areas of deep alluvium or Gradall stripping adjacent to cemeteries, if such are encountered during the survey fieldwork. Mechanical trenching is required by the state's survey guidelines in areas with a moderate to high probability to contain cultural resources buried more deeply than standard shovel testing is capable of reaching (i.e., 3 to 4 feet below ground surface), and mechanical scraping is sometimes required by the state within any area of the project located with 100 feet of a cemetery. Extensive mechanical operations are anticipated to be unnecessary for this project, though it is possible that any stream crossings, areas of intact alluvium, and/or areas near cemeteries may require mechanical excavations.
- This scope does not include provisions for an intensive level architectural survey, should one be required by TxDOT.

#### **TASK 6: ENVIRONMENTAL ASSESSMENT DOCUMENT PREPARATION**

Engineer will prepare an Environmental Assessment (EA) for the proposed improvements on FM 1626 from Brodie Lane to FM 2304. All data and analyses will be in accordance with 43 Texas Administrative Code and the content and format of FHWA Technical Advisory T6640.8A, and TxDOT's SOUs. The EA will incorporate and make reference to the final text from each technical report, as well as additional discussions on topics not reviewed during the technical report process. Discussions not prepared during the technical report

process include, but are not limited to: executive summary, analysis of geology, soils, and vegetation, selection of the recommended alternative, a discussion of environmental permits, issues, and commitments, conclusion section, references, and additional maps and figures. This task includes preparation and submittal of four EA submittals: 1) Preliminary Draft to TxDOT for initial review and comment; 2) Revised Preliminary Draft, with preliminary TxDOT comments addressed, for public involvement; 3) Draft to TxDOT, with comments resulting from the public involvement phase addressed, for review and comment; 4) Draft EA to FHWA for review and comment. This task includes comment resolution after each round of comments. Final EA preparation and development of a draft FONSI document is included as Task 8 and 9 below.

#### **TASK 7: PUBLIC MEETING PREPARATION AND ATTENDANCE**

See Task 3 for under Public Involvement for Public Meeting support.

#### **TASK 8: FINAL ENVIRONMENTAL ASSESSMENT DOCUMENT**

Engineer will prepare the FINAL EA document after the conclusion of any public meetings or hearings. The Final EA will address concluding comments generated from TxDOT Austin District, TxDOT ENV, and FHWA and/or necessary public comments. Up to twenty copies of the Final Environmental Assessment will be prepared.

#### **TASK 9: PREPARATION OF THE FINDING**

A Finding of will be prepared after the Final EA is complete. The Finding will summarize effects to environmental resources, reflects all applicable mitigation commitments for the preferred alternative, and provides determination of no significant impact for the preferred alternative.

#### **TASK 10: PREPARATION OF THE ADMINISTRATIVE RECORD (AR) AND CONSTRUCTION STAGE GATE CHECKLIST (CSGC)**

##### **A. Administrative Record**

The administrative record (AR) is a record of all documents relied upon during the preparation of NEPA studies that have been directly or indirectly considered by the decision maker(s) in making a final project decision. The task involves the compilation, organization, and indexing of project files relating to the project. Documents that are prepared or dated after the final decision is officially issued are not eligible as part of the AR. Compilation and indexing of the AR is an ongoing activity until the final decision is issued.

The Engineer will:

1. Review and compile information relating the project. This work would be performed in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Practitioner's Handbook *Maintaining a Project File and Preparing an Administrative Record for a NEPA Study* (July 2006); *Guidance to Federal Agencies on Compiling the Administrative Record* (US Department of Justice, 1999); as well as related guidance from the State and FHWA.
2. Review the project file (maintained filing system) for the project to ascertain which information would be required for the AR. Generally, the AR would contain "all documents and materials directly or indirectly considered by the agency" in making its decision.
3. Compile the Administrative Record. All qualified information, data, documentation, and material pertaining to the NEPA study of the project will be compile into one central location. Generally, the AR

would include documents and materials which will be available to the decision-maker at the time of the decision. The AR would include substantive documents that are directly or indirectly considered by the lead agency in reaching a decision; whether the documentation or materials support or do not support the final decision.

4. Once project documents are compiled or concurrent with compiling the documentation, an index and a database of documents contained within the AR would be created. The index will have a cover page that will include the title of the project, date that the AR was originally compiled, date(s) AR was updated. Each information item with regards to each AR item will be designated as a separate field within the database. The database and index will be burned onto a CD(s) and placed within the AR along with a hardcopy of the index (matrix). The database can be used to prepare a variety of reports with regards to the AR sorted by any of the fields.
5. Provide an electronic copy of the AR on a compact disk (CD) and the documents not already in electronic format would be scanned. The scanned documents would be legible. A hardcopy of the AR is not included in this scope of work.

#### B. Construction Stage Gate Checklist

The Engineer will complete pertinent sections of TxDOT's Construction Stage Gate Checklist (CSGC). Once the pertinent sections are completed, the CSGC will be sent to TxDOT to finalize

### **Public Involvement**

#### **Task 1: Plan**

The Engineer will prepare a public involvement plan that describes the planned public involvement activities and provides a timeline and schedule for accomplishing them.

#### **Task 2: Database**

The database will include property owners and residents on and near the project limits (via Travis County Appraisal District), HOA/NA/POA contacts, businesses, churches, educational/community organizations, elected/public officials, and any special interest groups (i.e. environmental groups). The Engineer will collect emails when possible. Any contacts, calls, and communications made throughout the project will be documented and included in the database. Deliverables will include development and maintenance of database throughout the project in Excel format, a log of all communications, and a final database

#### **Task 3: Stakeholder Outreach**

The Engineer will facilitate outreach with the community throughout the project via telephone and email and if necessary, in person meetings. This outreach will be started before the public meetings are held and we will share project information to be distributed in newsletters, at events, etc. It is important to get the community involved early on to start the project with a good working relationship with different groups in the area, to provide a transparent project, and address questions and concerns. Groups that may be included in outreach include: affected property owners; elected/public officials; local businesses; Neighborhood Associations/Property Owner Associations/Homeowner Associations; schools; and any other opportunities as defined through research and discovery. If there are any events in the area during the project, project information may be distributed at these events. The Engineer will not attend or hold meetings without prior

approval by Travis County. All outreach will be logged and included in the project database. Up to two employees from the environmental consultant will prepare for and attend one public meeting and one public hearing at the request of the Owner. The environmental consultant will provide minimal support to the Public Involvement firm.

#### **Task 4: Media**

The Engineer will develop and distribute media releases for project milestones. We will work with major media outlets as well as smaller, more local outlets (such as neighborhood association newsletters). All media outreach and stories will be logged and included in the project database.

#### **Task 5: Project Materials**

The Engineer will develop communication tools for public education, to gain and maintain public support, and to notify public of upcoming events. Materials will be developed suitable for multiple media uses (print, web, email). Technical information will be presented graphically rather than textually, where possible. If needed, Spanish translation will be included in meeting announcements. Materials will be developed as needed and may include: educational materials such as fact sheets; illustrative exhibits; web-ready meeting notifications; display boards; handouts;; project updates;; and electronic surveys.

#### **Task 6: Public Meeting**

The Engineer will coordinate, publicize, and conduct one public meeting to solicit comments/concerns from the public and preliminary list of stakeholders. The public meeting for corridor determination will include a presentation of the corridor alternatives, preliminary design analysis, and a discussion of the project development and environmental review processes.

Deliverables: The Engineer will schedule, publicize, and conduct one public meeting for the public. The Engineer will create a mailing list of all property owners within and adjacent to the study area prior to the public meeting. The Engineer will create and mail a postcard or letter to all of these property owners informing them of the date, time, and place of the public meeting. The Engineer also will prepare letters to local elected officials to be signed and sent from the Owner. The Engineer will identify and secure a location for the public meeting, and will create and place one display ad (to run twice) in the prominent local newspaper, and a legal notice to be published at 30 days and 10 days prior to the public meeting, in the legal section of two newspapers with general circulation.

The meeting format will consist of an open house followed by a presentation and comment period. For the meeting, the Engineer will prepare an exhibit showing a schematic for the corridor alternatives on photographic background. Also, a presentation board showing the matrix (in tabular form) of general project criteria for route selection will be developed. The Engineer will prepare all required meeting materials (including one handout/fact sheet, project location map, and agenda); meeting signs, nametags, sign-in forms, and comment cards. The

The Engineer will provide a court reporter, security (as necessary) and translation services (as required).

The Engineer will prepare a meeting summary that includes meeting attendance, the meeting presentation, and public comments and responses.

#### **Task 7: Public Hearing**

The Engineer will coordinate and conduct one public hearing. The public hearing will include a presentation of the preferred alternative based on previous analysis and public input.

Deliverables: The Engineer will identify and secure a location for the public hearing , and will create and place a legal notice to be published at 30 days and 10 days prior to the public hearing, in the legal section of two newspapers with general circulation, one display ad (to run twice) in the local prominent newspaper; place a

hearing notice on local online community calendars; and prepare a meeting notice for the project web page on the Owner's website. The Engineer will prepare a letter to notify all property owners within and adjacent to the corridor(s) of the date, time and place of the public hearing. The Engineer also will prepare letters to local elected officials to be signed and sent from the Owner.

The hearing format will consist of an open house followed by a presentation and 10 day public comment period. The Engineer will prepare an exhibit showing a schematic of the preferred alternative, as well as a presentation board showing the matrix (in tabular form) of general project criteria for route selection.

The Engineer will prepare all required hearing materials (including one handout/fact sheet, project location map, and agenda); meeting signs, nametags, sign-in forms, and comment cards. The Engineer will provide a court reporter, security (as necessary) and translation services (as required). Finally, the Engineer will prepare a combined Summary and Analysis including Comment and Response report.

### **Right-of-Way Data (Function Code 130)**

- A. Right-of-Way Evaluation** - The Engineer shall review and evaluate the existing right-of-way map from the Owner to verify that all construction staging, roadway and drainage design elements have been taken into account. The Engineer shall make every effort to prevent detours, utility relocations, and easements from extending beyond the existing right of way lines. The Engineer shall notify the Owner in writing of the need and justification for additional construction easements or right-of-way.
- B. Right-of-Way Mapping** – The Engineer shall prepare metes and bounds descriptions and right of way mapping for the proposed ROW as determined by the evaluation above including schematic design in a format approved by TxDOT.
- C. Utility Coordination and Adjustments.** The Engineer shall participate with the Owner to determine the location of all existing and proposed (future) utilities and attend meetings with the various utility companies to discuss potential conflicts. The Engineer shall adhere to the *TxDOT Utility Cooperative Management Process* covering milestone meetings, minutes, and correspondence. The Engineer shall provide meeting minutes for the utility meetings. Prepare and update the conflict list prior to the 30%, 60% and final submittals. The utility conflict list must include highway station number, name of utility company and type of facility, the contact person (with address and telephone number), location of conflict (station and offset), proposed highway facility, impacts to storm sewer, roadway, drainage ditch and drilled shaft, expected clearance date, effect on construction and type of adjustment. The Engineer shall maintain and update the conflict list. The Engineer shall arrange for submitting copies of plans (in a timely manner) and attending utility meetings with all utility owners and other interested parties or agencies that are identified to be within the proposed project's area. The purpose of this meeting is to ensure that all utility owners and area entities are aware of the scope and relevant details of the proposed project.
- D. Exhibits for Utility Agreements** - The Engineer shall continue to maintain and update the utility exhibits throughout the project's development. The Engineer shall prepare any exhibits for utility approvals and other governmental/regulatory agencies, specific to the project.
- E. Access Management** - The Engineer shall coordinate and evaluate access management within the project limits in accordance with the latest State *Access Management Manual* or as directed by the State.

**Field Surveying and Photogrammetry (Function Code 150)**

- A. Field Surveying** -The survey limits for this project are defined along FM 1626 from 1,100 feet west of Brodie Lane to FM 2304. Actual survey limits of items below are within the limits from 1,100 feet west of Brodie Lane to 700 feet east of FM 2304 unless otherwise indicated.

The Engineer's Surveyor shall verify the horizontal and vertical control for the project as established by TxDOT and coordinate data from previous projects.

The Engineer's Surveyor shall:

1. Vertical Control: Locate previously set benchmarks established by TxDOT and establish benchmark circuit (run levels) throughout the Project. All benchmark circuits shall be tied to the State's elevation datum. Perform the benchmark circuits in accordance with good surveying practices. The Engineer's Surveyor shall verify the closure and submit adjustments to TxDOT for approval prior to beginning the field surveys.
2. Profile and cross-section intersecting streets and driveways to 50 feet outside ROW for driveways and 200 feet for intersecting streets.
3. Cross-section drainage channels for a distance of 200 feet each way outside the ROW lines. Cross-sections shall not exceed 100 feet intervals and shall be taken at right angles to the channels. The width of the cross-sections shall cover the top of the channel over bank extending at least 50 feet beyond. Cross-section data shall include flow line of the channel. This includes both Little Bear and Bear Creeks.
4. Provide cross sections from 20 feet outside proposed ROW (or farther as needed) at 100-foot intervals from 1,100 feet west of Brodie Lane to 700 feet east of FM 2304.
5. Coordinate with the Owner for securing right-of-entry as needed (short of litigation) for the project.
6. Tie to existing underground and overhead utilities (location, elevation, size, and direction).
7. ROW staking for additional field topography related to design work.
8. Determine and make changes to topography from outdated maps.
9. Determine type of existing pavements by observation.
10. Locate and identify all existing signing within the existing ROW.
11. Provide horizontal and vertical locations of geotechnical borings.
12. Obtain profiles of existing drainage facilities.
13. Obtain measurement of hydraulic opening under existing bridges at Bear Creek.
14. Obtain top and flow line elevations, type, and size of manholes, inlets, and valves of utilities.
15. Provide temporary signs, traffic control, flags, and safety equipment and obtain required permits.
16. Obtain ties to existing bridges or culverts. Obtain ties to the edges of slab, column, lowest elevations of the outside beams, and bent locations.



17. Provide a digital terrain model (DTM) and planimetric mapping (DGN) for the project. LiDAR to be provided initially for preliminary engineering, schematic development and preliminary ROW determination.
18. Perform datum ties as required (i.e. FEMA, Soil Conservation Service, etc.). Establish an elevation base on the State's datum to other public entities published benchmarks.
19. The Engineer's Surveyor shall provide *Survey Control Index Sheet* and the *Horizontal and Vertical Control Sheet*, signed, sealed, and dated by the surveyor for insertion into the plan set. The Engineer's designated Texas Professional Engineer shall sign, seal, and date the note stating, "*The survey control information has been accepted and incorporated into this PS&E*".
20. The Engineer's Surveyor shall control traffic in and near surveying operations adequately to comply with the latest edition of the *Texas Manual on Uniform Traffic Control Devices*. In the event field personnel must divert traffic or close travel lanes, a traffic control plan shall be prepared by the Engineer's Surveyor and approved by TxDOT prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times.
21. All standards, procedures, and equipment used by the Engineer's Surveyor shall be such that the results of survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors. At a minimum, the following standards of accuracy shall be met:

#### HORIZONTAL GROUND CONTROL

The coordinate location of the traverse points shall be based on traverses conducted by the Engineer's Surveyor meeting standards of accuracy as set forth below. Reference shall be made to standards of accuracy for Second Order, Class II, horizontal control traverses as described in the latest edition Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*.

- a. Azimuth closure shall not exceed 4.5 seconds times the square root of the number of traverse segments.
- b. Position closure after azimuth adjustment shall not exceed 1 in 20,000.
- c. In cases where a traverse approaches but does not entirely meet these standards of accuracy and the Engineer's Surveyor has assured itself that gross errors, mistakes, and blunders have been eliminated. The Engineer's Surveyor shall submit the traverse data to TxDOT for further review. TxDOT will make a determination as to the acceptability of the traverse as an exception to the standard and notify the Engineer's Surveyor accordingly.

#### VERTICAL GROUND CONTROL

Elevations established on the benchmarks shall be conducted by the Engineer's Surveyor meeting standards of accuracy as set forth below. Reference shall be made to standards of accuracy for third order vertical control traverses as described in the latest edition of the Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*.

- a. Vertical closure shall not exceed 0.05 feet times the square root of the distance in miles.

- b. In case where a traverse approaches but does not entirely meet these standards of accuracy and the Engineer's Surveyor has assured itself that gross errors, mistakes, and blunders have been eliminated, the Engineer's Surveyor shall submit the traverse data to TxDOT for review. TxDOT will make a determination as to the acceptability of the traverse as an exception to the standard, and TxDOT will notify the Engineer's Surveyor accordingly.
22. When the Engineer's Surveyor encounters unforeseen circumstances that materially affect the scope, complexity, or character of the work, the Engineer's Surveyor shall notify the Owner in writing immediately with a complete description of the circumstances encountered.
23. The following definitions shall apply:
  - A. DGN – Two-dimensional digital map containing natural ground features and improvements plotted in a horizontal plane along the X and Y or North (N) and East (E) axes. A planimetric map does not include relief elements such as spot elevations, cross-sections, or contours.
  - B. DTM – Three-dimensional digital model of the ground containing those features that define surface relief. A three dimensional model does not normally contain planimetric features that do not define relief.

Horizontal and vertical ground control – Survey control points for which the X and Y or N and E coordinate and/or elevation have been determined by the ground surveys.

### **Signing, Marking and Signalization (Function Code 162)**

#### **Traffic Study**

The Engineer to provide 24-hour tube counts to determine existing ADT and calculate future ADT and turning Movement Counts to determine optimal lane at locations including:

- A. FM 1626 at Brodie Lane
- B. FM 1626 at FM 2304

The Engineer shall prepare a traffic study to include traffic modeling, traffic counts, and documentation for justification of the number of lanes and intersection improvements along the limits of the FM 1626 corridor being studied.

### **Drainage Design (Function Code 161)**

#### **Hydrology Overview**

Approximately 40% of the he proposed FM 1626 expansion lies within the Little Bear Creek and Bear Creek floodplain and flood hazard zone. The proposed improvements will increase the amount of impervious cover in the contributing watershed. In addition, the existing bridge crossing of Bear Creek will be expanded in width.

This scope of work outlines a technical approach to demonstrate that this project will not have an adverse impact on the local drainage or the regulatory floodplain.

The project approach will include the following tasks:

- A. Task 1: Data Collection and Project Planning

- B. Task 2: Field Data Collection
- C. Task 3: Hydrologic and Hydraulic Model Development
- D. Task 4: Drainage Report Preparation

### **Task 1: Data Collection and Project Planning**

In this task, the Engineer will develop a project plan to provide the requested services. This task will include the following subtasks:

- A. Available Data Collection and Review
- B. Development of Technical Approach
- C. Development of Proposed Schedule

The first subtask will consist of collection and review of all available data for the proposed project site including all spatial files (2009 aerial imagery, 2006 Capital Area Council of Governments [CAPCOG] Light Detection and Ranging [LiDAR] data, the 2008 effective FEMA regulatory floodplain data, Edwards Aquifer zones), all drainage studies related to the project area, and all hydrologic and hydraulic models for Little Bear Creek and Bear Creek (effective models, all models related to more recent drainage studies/reports, and 2010 RAMPP remap models).

Following the review of all available data related to the project area, the Engineer will have discussions with Owner officials and stakeholders to develop a preferred approach for achieving project objectives. At the conclusion of these discussions the Engineer will further develop the technical approach for the project. During this time the Engineer will specify source data that will be used, modeling methods to be used, additional data requirements, and any major design assumptions impacting the scope of the project.

A project schedule will be developed based on the selected approach and input from the Owner related to desired project deadlines.

### **Task 2: Field Data Collection**

The extent of field data collection required will be largely based on the amount of current data available and the proposed technical approach. At a minimum, structure invert elevations and dimensions, top of road elevations, and a number of creek cross sections will be required for portions of Little Bear Creek and Bear Creek.

### **Task 3: Hydrologic and Hydraulic Model Development**

There are two prime sets of flood control criteria that have to be met by the project: TxDOT Hydraulic Design Manual (HDM) requirements, FEMA floodplain requirements and the Texas Commission on Water Quality (TCEQ). Design of detention and water quality shall also be in accordance with the HDM. The design approach in this project shall maintain a “zero rise” (no increase) in the headwater for any hydraulic structure proposed in this project. The City of Austin Drainage Criteria Manual and the City of Austin Watershed Protection Department criteria and ordinances, are not applicable to this project.

#### **A. Developing Hydrologic and Hydraulic Models.**

For Bear Creek, the current (2008) preliminary HEC-HMS model will be used as the effective (existing conditions) model and will be revised to reflect the proposed increases in watershed percent impervious cover associated with the proposed project.

Given the information known at this time, it is expected that this task will consist of developing duplicate effective, corrected effective, and proposed hydraulic models. “Proposed” is defined as existing conditions with only revisions resulting from the proposed design incorporated.

The task will include:

1. Addition of the existing Bear Creek bridge to the Bear Creek hydraulic model

2. For the Bear Creek model, updating of the cross-sections within the modeled reach to match updated topography;
3. Addition of proposed new bridge and channel cross-sections consistent with alternative designs.
4. The Engineer shall design for “zero rise” (no increase) in the headwater elevations of proposed hydraulic structures
5. The Engineer shall determine if channel improvements and detention are required to accommodate the roadway improvements (more than one third of the project length crosses or is parallel to the Little Bear and Bear Creek floodplains), and if additional Right of Way (ROW) is needed to accommodate detention and water quality facilities.
6. The Engineer will coordinate with TxDOT if the construction of water quality facilities are needed and if additional ROW is needed.
7. At outfall locations, the engineer shall determine if velocity dissipators will be required.
8. The engineer shall determine if any drainage easements will be needed.
9. The Engineer will perform an initial analysis of potential bridge scour.

#### **Task 4: Drainage Report Preparation**

This task will consist of the preparation of a document summarizing the methodologies used for drainage analysis and their results. In addition, the report will provide recommended detention, water quality ponds and any other improvements required to prevent the proposed roadway design from having adverse impacts upstream or downstream from the project site.

The following exclusions are stated below to emphasize work that has been assumed to be outside the scope of work for this project:

1. Adhering to the policies and procedures stated in the City of Austin Drainage Criteria Manual and Environmental Criteria Manual as adopted by the Owner.
2. Adhering to the criteria and ordinances of the City of Austin Watershed Protection Department, including provisions for detention facilities or water quality controls.
3. Developing an “ultimate conditions” hydrologic or hydraulic model that incorporates the impact of future development outside the project site

#### **PLANS, SPECIFICATIONS & ESTIMATES**

This portion of the project includes providing engineering services for the preparation of plans, specifications, and estimates (PS&E) for the portion of above limits on FM 1626 from 1,100 feet west of Brodie Lane to FM 2304.

#### **Environmental Studies and Public Involvement (Function Code 120)**

- A. **Environmental Permits Issues and Commitments (EPIC) Sheets** - The Engineer shall complete the latest version of the EPIC sheets, based on data obtained from the environmental and hydrologic/hydraulic studies. These sheets shall be signed, sealed, and dated by the Engineer. The final sheets shall be submitted to TxDOT for signature. The Engineer shall include 11”x17” copies of the environmental permits to be inserted in the final plans. The Engineer shall prepare cut and fill exhibits for any delineated wetland and Waters of the U.S. as directed by the TxDOT.

#### **Roadway Design (Function Code 160)**

- A. Typical Sections** - Typical sections shall be required for all proposed and existing roadways and structures. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, curb offsets, and ROW. The typical section shall also include PGL, centerline, side slopes, sodding/seeding limits, sidewalks, station limits, common proposed/existing structures including retaining walls, existing pavement removal, riprap, and limits of embankment and excavation.
- B. Roadway Design** - The Engineer shall provide the design of FM 1626 as described in the project limits and as shown on the schematic. The design shall be consistent with the approved and the current TxDOT *Roadway Design Manual*. The Engineer shall provide roadway plan and profile drawings using CADD standards as required by TxDOT. The drawings shall consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map shall contain line work that depicts existing surface features obtained from the topographic file updated by the Engineer. Existing major subsurface and surface utilities shall be shown. Existing and proposed right-of-way lines shall be shown.
- C. Cross Streets** - The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout shall include the curb returns, geometrics, transition length, stationing, pavement, and drainage details. The Engineer shall provide a transition to the existing roadway. The following intersections are to be included:
1. Brodie Lane
  2. Rancho Alto Road
  3. FM 2304
  4. Lauden Lane
- D. Cut and Fill Quantities.** The Engineer shall develop an earthwork analysis to determine cut and fill quantities. The Engineer shall provide final design cross-sections (station interval: 100 feet). Cross-sections shall be delivered in standard GeoPak format on 11"x17" sheets and electronic files. Cross sections and quantities shall consider existing pavement removals.
- E. Plan Preparation** - The Engineer shall prepare roadway plans, profiles, and typical sections for the proposed improvements. The State will approve the profiles and cross-sections before continuing with the subsequent submittals. The roadway plans shall consist of the types and be organized in the sequence described in Stand Alone Manual Notice 00-1 "*Organization of Plan Sheets.*"
- F. Wetlands Information** - From information provided by the environmental documents, the delineation data for all wetlands shall be shown on the roadway plan-and-profile sheets and the acreage calculated for the delineated areas.
- G. Pavement Design** - The Engineer shall incorporate the pavement design as recommended by the geotechnical report and approved by TxDOT.

- H. Pedestrian and Bicycle Facilities** - The Engineer shall coordinate with the PMC to incorporate pedestrian and bicycle facilities as required. All pedestrian and bicycle facilities must be designed in accordance with the latest *Americans with Disabilities Act Accessibility Guidelines (ADAAG)*, the *Texas Accessibility Standards (TAS)*, and the *AASHTO Guide for the Development of Bicycle Facilities*.

## **Drainage Design (Function Code 161)**

### **Roadway Hydraulics Overview**

The proposed FM 1626 typical section will increase the existing roadway width from a 2-lane rural roadway to a 4-lane divided major arterial. Proposed runoff and conveyance will be handled by a combination of storm drain systems, bridge class structures, open channel parallel flow in roadside ditches and driveway pipe. Drainage outfall locations are assumed at both Little Bear Creek and Bear Creek. The proposed widen roadway surfacing will increase the amount of impervious cover, therefore, outfall locations for a storm drain system and ditches are critical for determination of right-of-way requirements. Water quality, controlling excessive exit outfall velocities my measures

This scope consists of the roadway hydrologic and hydraulic design for culverts, storm drain systems, and open channel parallel ditches based on the Texas Department of Transportation (TxDOT) Hydraulic and Road Design Manuals only. The technical design approach for this project shall be in compliance with the TxDOT Hydraulic Design Manual and in accordance with the scope of work in this contract for “Environmental Documents and Schematic Design”.

### **Task 1: Drainage Data Collection and Project Plan (Storm Sewer)**

In this task, the Engineer will collect record drawing construction plans, drainage reports, and drainage area maps from adjacent development sites (if applicable). This data and in combination with the overall watershed boundaries provided in the H&H modeling will allow the development of a drainage system plan. This task will include the following subtasks:

- A. Site Visit to identify the condition of existing structures, flow patterns, and erosion control
- B. Development of the Storm Sewer details shall be coordination with the geometric roadway designer and the approved schematic.

### **Task 2: Hydrologic and Hydraulic Design**

This task consists of determining and calculating the hydrology and hydraulics associated with the storm sewer system based on the H&H Report and in coordination with the detailed roadway geometric design. The hydrology method will be based on the TxDOT Hydraulic Design Manual for the appropriate recurrence interval and roadway classification. The following subtasks will be based on the 30% roadway design elements provided by the prime and are as follows:

- A. Delineate the overall exterior drainage areas in MicroStation V8 based on the H&H overall modeled watershed boundaries.
- B. Delineate the interior drainage areas in MicroStation V8 based on the H&H overall modeled watershed boundaries and final pavement limits and curb locations.
- C. For the interior drainage areas, develop time of concentrations, rainfall intensities, peak flow rates, and runoff coefficients based on land-use values for subareas and Rational Method. Design and analysis for

storm sewers will be performed with Bentley's GeoPak Drainage software. Recurrence intervals will be chosen from the TxDOT Hydraulic Design Manual.

- D. Design, size and analyze new or extended cross-road drainage structures. Existing and Proposed Cross-road culverts will be analyzed with HEC-HMS, HEC-RAS, HY-8, or CulvertMaster, only.
- E. Parallel ditch design and storm drain designs will be performed with GeoPak Drainage software for the appropriate recurrence interval and roadway classification.
- F. Establish inlet locations, layout storm drain trunk line horizontal and vertical alignments, size storm drain based on peak design discharges and hydraulic grade line (HGL).
- G. Identify potential utility conflicts with proposed drainage conveyance systems
- H. Use bottom of roadway base material as allowable headwater (AHW) for parallel ditches. Limit HGL to 6" below throat of curb inlet or other agreed upon height when designing for storm drain system.
- I. Perform shear stress check along parallel ditch bottoms and determine if ditch protection is warranted.
- J. Design and provide proposed ditch profiles in the form of GeoPak input files for the incorporation into proposed cross-sections.
- K. Design and provide proposed storm drain profiles in the form of GeoPak Drainage File for the incorporation into proposed cross-sections.
- L. Analyze proposed ditch capacities found in the proposed cross-sections.
- M. Hydraulic modifications to existing drainage features such as berms, detention, retention, or levees are not included within this scope
- N. Coordinate with roadway designers on a weekly basis
- O. Maintain drainage design calculations notebook

### **Task 3: Drainage Details for Plans, Specifications, and Estimates (PS&E)**

This task will be based on the 60% roadway design elements provided by the prime and assume no major changes to the roadway design will take place following the 60% stage. The task includes the following subtasks:

General:

- A. Provide overall exterior drainage (cross drainage) area maps at a "Readable" horizontal scale and will show drainage flow pattern, drainage area ID's, size.
- B. Provide interior (storm sewer) drainage area maps at 100 scale.

- C. Cross Drainage (small culverts and bridge class): hydrologic and hydraulic documentation shall include both existing and proposed conditions; illustrating “zero rise” headwater compliance. For FEMA related documentation, the Engineer shall include general notes that state the hydrologic & Hydraulic methods used, the name and date of any FIS or other flood study used, and state any assumptions that were made during the design process. Sheets shall also include the Time of Concentration, CN numbers (as applicable), design discharge values, drainage area size, HECRAS output tables, channel cross section locations.
- D. Storm Sewers shall be in Plan and Profile sheet format.
- E. Culvert Layouts shall be in Plan and Profile format. Existing and proposed conditions headwater elevations shall be shown in the Profile (elevation view) to demonstrate “zero rise” compliance.
- F. Detail sheets shall be provided in the plans for significant parallel ditch grading; especially within the floodharard & floodplain areas.
- G. Drainage plan & profile sheets (P&P) to include all proposed drainage structures or ditches at 100 scale.
- H. Drainage plan section of the P&P sheet will include proposed drainage features such as trunk line, laterals, manholes, drop inlets, curb inlets, ROW, drainage easements and proposed ditches. Horizontal locations will be based on stationing, offsets, or individual alignments. Structure ID numbers, naming conventions, and other pertinent will also be provided information.
- I. Profile section of the P&P sheet will provide trunk line profiles, laterals, manholes, and proposed ditch profiles and pertinent existing ground profiles. Slopes, lengths, and flow lines at bottom of RCP or ditch bottoms shall be provided. Existing utilities that intersect the storm sewer or proposed ditches shall be depicted in profile section, contingent on having data.
- J. Storm drain lateral profiles and details shall be shown on separate sheets at 100 scale.
- K. Provide TxDOT bid items, estimated roadway drainage costs, and specifications for use in official client submittals and bidding package.

**Storm Water Pollution Prevention Plans (SWP3)** - The Engineer shall develop SWP3, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SWP3 shall include text describing the plan, quantities, type, phase and locations of erosion control devices, and any required permanent erosion control measures and in coordination with the water quality design. Compliance with TCEQ regulations will be required.

### **Signing, Marking and Signalization (Function Code 162)**

#### **Signing & Pavement Markings Layouts**

The Engineer will prepare permanent signing and pavement marking layouts for the final roadway design. The layouts will show all existing signs to be removed and/or relocated, permanent signs to be placed, permanent pavement markings including type, color, width, and quantity.

The Engineer will prepare permanent intersection signing and pavement marking layouts at Brodie Lane and Manchaca Road to provide additional details for sidewalk crossings, signage, limits of striping, and clarity.



- A. Signing** - The Engineer shall prepare drawings, specifications, and details for all signs.
1. Sign detail sheets shall be prepared for signs showing dimensions, lettering, shields, borders and corner radii using SignCad software.
  2. The Engineer shall provide a summary of small signs.
  3. The proposed signs shall be illustrated and numbered on plan sheets.
  4. Sign foundation shall be selected from State Standards.
- B. Pavement Markings** - The Engineer shall detail permanent pavement markings and channelization devices on plan sheets.
1. Pavement markings shall be selected from the latest State standards.
  2. TY I and II permanent markings will be utilized on the asphalt pavement sections, and TY I only on concrete pavement sections (i.e. bridges or direct traffic culverts)

TxDOT Pavement Marking Standards will be utilized.

**Traffic Signals** - Based upon the results of the traffic warrant studies, the Engineer shall identify and prepare traffic signal plans for all warranted traffic signals. We estimate that there will be two (2) locations. Additional warranted signals more than two (2) shall be considered additional services. The Engineer shall confirm the power source for all signals and coordinate with the appropriate utility agency. The Engineer shall develop all quantities, general notes, and specifications and incorporate appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting shall be designed per the TxDOT traffic signal guidelines, recommendations, and standards.

- A. Two existing intersections are currently signalized. Each of the two signals will need to be redesigned or modified to accommodate the widening.
- B. Plan Sheets - The Engineer shall develop the revised traffic signal layouts for existing signals along FM 1626 at the intersections of Brodie Lane and FM 2304. The layouts shall include existing traffic control that will remain (signs and markings), existing utilities, proposed roadway improvements, proposed installation, proposed additional traffic controls, and if required, proposed illumination.
- C. Elevation Sheets - The Engineer shall develop an elevation sheet showing the vertical clearance required for the signal plans.
- D. Electrical Schedule - The Engineer shall provide or modify the electrical schedule for conduit and conductors.
- E. Signal Standards/Detail Sheets - The Engineer shall use TxDOT standard sheets and Owner detail sheets for construction details including poles, detectors, pull box and conduit layout, and controller foundation standard sheet.
- F. The Engineer shall coordinate with TxDOT and submit Form 1082 (Utility Installation Request).

### **Temporary Traffic Signals**

The Engineer shall prepare temporary signal designs at the following locations to accommodate the roadway widening construction.

- A. FM 1626 at Brodie Lane
- B. FM 1626 at FM 2304

The Engineer shall:

- A. Contact local utility company and confirm power source
- B. Prepare governing specifications and special provisions list
- C. Prepare project estimate

**Miscellaneous (Function Code 163)**

**A. Retaining Walls** - All permanent retaining walls shall generally be mechanically stabilized earth retaining walls. The Engineer shall provide layouts (scale 1"=100'), elevations, quantity estimate, summary of quantities, typical cross-sections, and structural details of all retaining walls within the project. It is assumed that the project will require 4 retaining walls located at the Bear Creek Bridge.

- a. Provide layouts and details for retaining walls including mechanically stabilized earth walls, cantilever drilled shaft walls, tie-back walls, soil nail walls, or hybrid walls, as applicable. Retaining wall layouts should include plan and elevation views containing the following information, as applicable:
  - 1. Designation of reference line
  - 2. Beginning and ending retaining wall stations
  - 3. Offset of retaining wall from reference line
  - 4. Horizontal curve data
  - 5. Total wall length
  - 6. Indication of face of wall
  - 7. Wall dimensions, alignment relations, and alignment data
  - 8. Top and bottom of wall profiles including soil core hole locations plotted at correct stations and elevations and at the same scale as the wall profile
  - 9. Ground water observations and observation date
  - 10. Details for uncontaminated subsurface drainage
  - 11. Top of wall locations at each joint or interval
  - 12. Existing and finished ground line elevations
  - 13. Top and bottom of wall profiles
  - 14. Limits of measurement for payment
- b. Provide the details for mechanically stabilized earth (MSE) walls, if present. Include the following information, as applicable:
  - 1. Geometry data including wall design height, elevations, and area.
  - 2. Wall design criteria including global stability and details.

3. Design of pre-cast or cast-in-place wall panel for the permanent fascia
  4. Coping design and details
  5. Construction details and notes
  6. Wall aesthetics. Coordinate wall aesthetics with TxDOT.
- c. Determine retaining wall quantities and estimates, if applicable, and prepare a quantities summary sheet.
  - d. Provide typical retaining wall cross-sections for all retaining walls.
  - e. Submit preliminary retaining wall layouts no later than six months prior to the PS&E submission deadline in cases where total estimated retaining wall quantities exceed 30,000 sq ft.

**A. Traffic Control Plan, Detours, and Sequence of Construction** - The Engineer shall prepare Traffic Control Plans (TCP) for the project. A detailed TCP shall be developed in accordance with the latest edition of the *Texas Manual on Uniform Traffic Control Devices*. The Engineer is to implement the current Barricade and Construction (BC) standards. The Engineer shall use Austin District standards. All standards and manuals will be considered current as of the Notice to Proceed issued by the Owner.

1. The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (e.g., regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, and temporary traffic signals) to be used to handle traffic during each construction sequence.
2. The Engineer will prepare typical sections for each phase of construction, showing appropriate pavement markings, barrels, barriers, lane widths, shoulders, temporary pavement and pavement section (as applicable).
3. The Engineer will prepare advance warning signage layout sheets. Sheets will be developed with TxDOT BC Standards, TxMUTCD with consideration for the current and future field conditions.
4. The Engineer will prepare Layout Sheets for two (2) phases of construction.
  - a. The Engineer shall show temporary roadways, structures, and detours required to maintain lane continuity throughout the construction phasing. Where detours are required, the Engineer shall develop typical cross-sections, calculate quantities, and show horizontal and vertical alignment information.
  - b. Plan sheets shall include temporary pavement markings required for each phase of construction, including removal (as necessary).

- c. Plan sheets will include all temporary signage required to maintain existing signage information, detours, lane shifts, access signs for businesses, churches, and side streets and other standard construction signage.
5. The Engineer will develop TCP for Brodie and Manchaca intersections to include three (3) or four (4) phases of construction dependent on final configuration of the project design.
    - a. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (e.g., stop signs, flag person, and signals). Temporary traffic signals will be developed as necessary by the Traffic Signal Designer.
    - b. The Engineer shall show temporary roadways, structures, and detours required to maintain lane continuity throughout the construction phasing. Where detours are required, the Engineer shall develop typical cross-sections, calculate quantities, and show horizontal and vertical alignment information.
    - c. Plan sheets shall include temporary pavement markings required for each phase of construction, including removal (as necessary).
    - d. Plan sheets will include all temporary signage required to maintain existing signage information, detours, lane shifts, access signs for businesses, churches, and side streets and other standard construction signage.
  6. The Engineer shall coordinate with Austin District in scheduling a traffic control workshop and submittal of the TCP for Traffic Control Approval Team (TCAT) approval.
  7. Continuous, safe access to all properties during all phases of construction is mandatory.
  8. Temporary drainage shall be considered to replace existing drainage disturbed by construction activities.
  9. The Engineer shall show the delineation data for all wetlands on the traffic control plan sheets.
  10. Calculate traffic control quantities and develop relevant summary sheets.
- B. Illumination** - The Engineer shall provide details for safety lighting at all intersections. The Engineer shall prepare exhibits as required to obtain agreements with adjacent municipalities. The Engineer shall tabulate all quantities and provide summary sheets. Illumination details shall be designed per TxDOT lighting guidelines, recommendations, and standards.
- C. Estimate** - The Engineer shall independently develop and report quantities in standard State bid format at the 30%, 60% and final milestone submittals.

- D. Specifications** - The Engineer shall develop the list of standard specifications with the appropriate reference items from the estimate. The Engineer shall also identify the need for any special specifications, and special provisions. The Engineer shall prepare General Notes from the Austin District master list of general notes and incorporate any requirements from the Owner as required by the Pass-Through Toll Agreement.
- E. Construction Time Determination** - The Engineer shall prepare a construction contract time determination using the latest version of Primavera software in accordance with the State's *Administrative Circular No. 17-93*. The schedule shall indicate tasks, subtasks, critical dates, and milestones and depict the interdependence of the various items.
- F. Miscellaneous Plans** - The Engineer shall prepare the title sheet and the index of sheets for the 30% and final milestone submittals.

### **Bridge Design (Function Code 170)**

All bridge structures shall be designed for **HL 93 loading**.

- A. Bridge Layout** - Prepare bridge layout plans and elevations for all bridge types listed below in accordance with the latest edition of the State's *LRFD Bridge Design Manual*, *Bridge Project Development Manual* and *Bridge Detailing Manual*. Submit the bridge layouts to the TxDOT for approval. The Engineer shall develop bridge and foundation layouts from the schematic and submit a 100% complete preliminary layout to TxDOT Austin Bridge Division for approval. These drawings would include the structures at the following locations:
1. FM 1626 over Bear Creek (new bridge)
- B. Geometric Data** - The Engineer will provide a complete geometric analysis at all bridges (electronic and hard copy deliverables), including any updates to accommodate geometric changes. The analysis shall include:
- C. Staged Construction** - The Engineer shall review proposed structures and evaluate the need for phased construction for all proposed structures in the project limits and advise the Owner and TxDOT. The Engineer shall also review the existing structures and perform analysis to determine the structural integrity of any part of the structure that would remain open to traffic. This includes any phasing of the existing bridge. The following is a list of structures to be considered:
1. FM 1626 over Bear Creek (new bridge)
- D. Bridge Design Calculations and Details** - Once the bridge layouts have been approved by TxDOT, the Engineer shall make final design calculations and final detail drawings, per structure, in accordance with standard requirements of the State. All bridge design shall be in conformance with the latest edition of the State's *Bridge Design Manual*, *Bridge Project Development Manual*, *Bridge Detailing Manual*, and *AASHTO Standard Specifications for Highway Bridges*. The Engineer's designer and checker shall check all calculations and initial each page. The Engineer shall submit for review all structural design calculations and quantity calculations at the 90% submittal.

**E. Bridge Classification Culvert** – The Engineer shall prepare culverts, layouts, typical sections, structural details (with appropriate scale) and estimated quantities for one bridge classification culvert extension or replacement. The Engineer shall develop bridge and foundation layouts from the schematic and submit a 100% complete preliminary layout to TxDOT Austin Bridge Division for approval. The following is a list of structures to be considered:

1. FM 1626 over Little Bear Creek

A. Conduct preliminary studies as necessary prior to producing the bridge layout. Preliminary studies may include the following, as applicable:

1. Locate utilities. Determine the locations of utilities that may affect placement of bridge substructure elements.
2. Determine extents of right of way
3. Review existing documentation and information for rehabilitation, widening, or replacement of existing structures. Available information may include:
  - a. Original plans and/or shop drawings
  - b. Existing specifications
  - c. Documentation of previous repairs
  - d. BRINSAP report
  - e. Inspection reports/condition surveys. Conduct additional inspections as required to fully determine extent of repairs, structural adequacy, and existing condition of structure. Coordinate with the TxDOT project manager to arrange any necessary inspections.
  - f. Load rating reports
  - g. Soil borings and pile driving record

B. Prepare bridge layout plans and elevations for each bridge in accordance with the most recent edition of the State's *Bridge Design Manual*, *Bridge Project Development Manual*, and *Bridge Detailing Manual*. Submit preliminary layouts to the State for approval prior to beginning structural detail design.

C. Show the following information on each bridge layout plan view, as applicable:

Horizontal curve information

1. Horizontal, vertical, and template information for all roadways or railroads crossed
2. Bearing of centerline or reference line
3. Skew angle(s)

4. Slope for header banks and approach fills
5. Control stations and deck elevations at beginning and ending of bridge and at all intersections
6. Approach pavement and crown width
7. Width of bridge roadway, curbs, face of rail, shoulders, and sidewalks
8. Bridge end treatments including cement stabilized backfill details
9. Limits and type of riprap
10. Proposed features beneath structure
11. Location of profile grade line
12. North arrow
13. Typical bridge roadway section including preliminary proposed beam types and spacing
14. Cross-slope and superelevation data
15. Locations and calculated values of minimum vertical clearances. Dimension minimum vertical clearance to controlling features.
16. Location of soil core holes, including station and offset
17. Bent stations and bearings
18. Retaining wall locations
19. Traffic flow directional arrows
20. Railing type(s)
21. Joint type and seal size, if used
22. Beam line numbers consistent with span details
23. Critical horizontal clearances, including distances to railroad tracks, nearby structures, and utilities
24. Bearings of utilities
25. Overhead sign bridge locations.

D. Show the following information on each bridge layout elevation view, as applicable:

1. Foundation type
2. Finished grade elevations at beginning and end of bridge
3. Overall length of structure

4. Lengths and types of spans and units
  5. Railing type(s)
  6. Locations of minimum vertical clearances. Dimension minimum vertical clearance to controlling features.
  7. Existing and proposed ground lines
  8. Grid elevations and stations
  9. Bent numbers
  10. Bridge stationing compatible with grid stations
  11. Standard title
  12. Profile grade data
  13. Type of riprap
  14. Soil core hole information with penetrometer test data shown at the correct stations, elevations, and scale
  15. Dowel locations at all bents
  16. Column "H" heights
  17. Number, size, and length of foundations
  18. Overhead sign bridge locations
  19. Design and 100-yr peak discharges
  20. Design and 100-yr high water
  21. Natural and through-bridge velocities for design and 100-yr floods
  22. Calculated backwater for design and 100-yr floods and direction of flow at waterway crossings
  23. Contours at waterway crossings
- E. Provide calculated bearing seat elevations for each beam or girder, if applicable. Provide top of cap elevations for non-beam type structures, if applicable.
- F. Prepare structural design and details in accordance with the most recent edition of the State's *Bridge Design Manual* and *Bridge Detailing Manual*.
- G. Prepare any project-specific modified standards necessary for inclusion in the PS&E package. Sign, seal, and date all project-specific modified standards.



- H. Prepare any special provisions and special specifications necessary for inclusion in the PS&E package. Whenever possible, use the State's standard drawings, standard specifications, or previously approved special provisions and/or special specifications. Submit any specifications developed by the Engineer to the State for approval prior to inclusion in the PS&E package.
  
- I. Prepare total bridge quantities, cost estimates, and summary sheets for each bridge and bridge class culvert.

**APPENDIX B**

**CONSULTANT'S QUALIFICATIONS STATEMENT**  
(SEE CONTRACT FILE)

**APPENDIX C****FORM 2395**

**MEMORANDUM OF UNDERSTANDING  
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF  
TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM  
BY TRAVIS COUNTY**

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT")**, an agency of the State of Texas; and Travis County, a political subdivision of the State of Texas ("County").

Whereas, from time to time from the County receives federal funds from the Federal Highway Administration ("FHWA") through TxDOT to assist the County with the construction or design of projects partially or wholly funded through FHWA; and

Whereas, the County, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

Whereas, TxDOT has implemented a DBE Program that is approved by the Federal Highway Administration (FHWA) pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the County's procurement of construction and design services are subject to review and/or concurrence by TxDOT; and

Whereas, the County and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, the County desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and the County find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the County's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and Travis County, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that is federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The County is a sub-recipient of federal assistance for construction projects and design projects ("Construction and Design Projects") and, in accordance with 49 CFR § 26.21, must implement a federally approved DBE Program. The County receives its federal assistance through TxDOT. As a sub-recipient, the County has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the County, adopt the DBE program, administered through TxDOT, and Travis County hereby chooses to adopt the TxDOT DBE Program.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the County to achieve its DBE participation in federally assisted Construction and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the County and for TxDOT.

(5) The County and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by Travis County:

(a) The County will be responsible for project monitoring and data reporting to TxDOT. The County will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the County.

(b) The County will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. The County's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The County and TxDOT will work together to achieve a mutually acceptable goal, however, TxDOT will retain final decision-making authority on those issues.

(c) TxDOT will cooperate with the County in an effort to meet the timing and other requirements of the County projects.

(d) The County will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its Construction and Design Projects and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on the County construction projects or design projects subject to the DBE Program, unless otherwise prohibited from bidding on a the County project under applicable law or a the County Procurement Policy. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program.

(f) The County will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort, Commercially Useful Function, etc. The County and TxDOT will work together to achieve a mutually acceptable goal, however, TxDOT will retain final decision-making authority on those issues.

(g) The County will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the County's administration of the DBE Program through TxDOT.

(h) The County will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. the County and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the Travis County area.

(j) The County will submit DBE semi-annual progress reports to TxDOT.

(k) The County will participate in TxDOT sponsored training classes to include topics on DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance. TxDOT will include DBE contractors performing work on the County projects in the DBE Education and Outreach Programs.

(6) In the event there is a disagreement between TxDOT and the County about the implementation of the TxDOT DBE Program by the County, the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible. If the parties are not able to resolve any material

disagreement to the satisfaction of all parties, either party may terminate this Memorandum of Understanding by written notice to the other party and FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the County will be allowed reasonable time in which to seek approval for a DBE Program without being deemed non-compliant with 49 CFR Part 26 or with an approved DBE Program.

(9) This Memorandum of Understanding applies only to projects for which Travis County is a sub-recipient of federal funds through TxDOT. The County may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The County may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached) and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11)

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

COUNTY:

Cyd Grimes, C.P.M. (or successor)  
Travis County Purchasing Agent

Hand Delivery:

314 W. 11<sup>th</sup> St., Ste. 400  
Austin, Texas 78701

Registered or Certified Mail (Return receipt requested):

P. O. Box 1748  
Austin, Texas 78767

TEXAS DEPARTMENT OF TRANSPORTATION

Michael W. Behrens, P.E.  
Executive Director  
Address: 125 E. 11th Street  
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both Travis County and the Texas Department of Transportation and dated subsequent to the date(s) of this MOU. Except as otherwise authorized by the Travis County Commissioners Court, no official, employee, agent, or representative of Travis County has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the County and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14)


(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

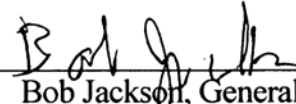
(15) This Memorandum of Understanding shall not be construed in any way as a waiver by Travis County of any immunities from suit or liability that the County may have by operation of law, and Travis County hereby retains all of its affirmative defenses.

EXECUTED by TxDOT and the County, acting through each duly authorized official and effective on the latest date signed.

APPROVED AS TO FORM:

By:   
Tamara Armstrong  
Assistant County Attorney  
Travis County

Date: 4/19/07

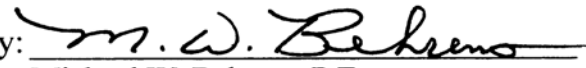
By:   
Bob Jackson, General Counsel  
Texas Department of Transportation

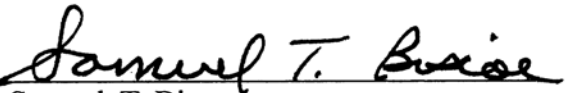
Date: 5/23/07

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

TRAVIS COUNTY

By:   
Michael W. Behrens, P.E.  
Executive Director

By:   
Samuel T. Biscoe  
Travis County Judge

Date: 5-24-07

Date: 5-8-07

RECEIVED  
TRAVIS COUNTY  
2007 MAY 10 AM 10:24  
PURCHASING  
OFFICE



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By/Phone Number:** J. Lee Perry/512-854-9724; M. Brice, CPPB, 854-9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Contract Award for Travis County Big Sandy Drive Drainage Improvements Design Project, RFQ No. Q110243-LP, to the highest qualified firm, HDR Engineering, INC.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- TNR, with Purchasing's concurrence, requests contract approval from the pre-qualified list of professional engineering and architecture firms, for the design services of Big Sandy Drive Drainage Improvements, in the amount of \$99,635.00.
- TNR requested the development of a pre-qualified list of professional engineering and architecture firms that can complete small roadway, drainage, and park projects as the need arises. An RFQ was subsequently established. Sixty-One (61) firms submitted qualification statements, and 58 firms qualified and were approved by Commissioners Court on October 25, 2011, as well as the procedures for utilizing the list.
- In accordance with the approved procedures, TNR has reviewed all firms on the pre-qualified list and has determined that HDR Engineering, Inc. is the most qualified firm for the Big Sandy Drive Drainage Improvements Design Project, consisting of replacing the low-water crossing with a hydraulically adequate structure over Long Hollow Creek that complies with current Travis County street and drainage design requirements.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



- TNR and Purchasing has negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the most qualified firm, HDR Engineering, Inc., in the amount of \$99,635.00.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
  
- **Contract-Related Information:**
  - Award Amount: \$99,635.00
  - Contract Type: Professional Service Agreement
  - Contract Period: Through Completion
  
- **Contract Modification Information: N/A**
  - Modification Amount:
  - Modification Type:
  - Modification Period:
  
- **Solicitation-Related Information:**
  - Solicitations Sent: N/A                      Responses Received: N/A
  - HUB Information: Vendor is not a HUB                      % HUB Subcontractor: 31.8%
  
- **Special Contract Considerations:**
  - Award has been protested; interested parties have been notified.
  - Award is not to the lowest bidder; interested parties have been notified.
  - Comments: N/A
  
- **Funding Information:**
  - Shopping Cart/Funds Reservation in SAP: 0300000467
  - Funding Account(s): N/A
  - Comments: N/A

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



**TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT**

**STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

411 W. 13th St.  
Eleventh Floor  
P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4626

January 11, 2013

RECEIVED  
TRAVIS COUNTY  
PURCHASING  
OFFICE  
2013 JAN 17 PM 3:32

**MEMORANDUM**

TO: Marvin Brice, Assistant Purchasing Agent  
FROM: Steven M. Manilla, P.E., County Executive - TNR  
SUBJECT: Professional Services Agreement (PSA) for the Big Sandy Drive Drainage Improvements Project, RFQ # Q110243-LP

The following information is for your use in preparing a PSA and agenda item for Commissioners Court action. Please contact Mo Mortazavi at 854-7589 if you have any questions.

**Proposed Motion:**

Consider and take appropriate action on a request to approve a Professional Services Agreement for the design of the Drainage Improvements to Big Sandy Drive at Long Hollow, in Precinct Three.

TNR Public Works Department reviewed a list of the engineering firms approved for small design contracts, issued on July 27, 2011, and selected the engineering firm of HDR, Inc. for scope and fee negotiations. HDR was selected from the list because this firm had already performed relevant engineering analysis of this site as part of a larger contract with TNR and is considered as the most qualified firm for this project.

TNR staff has now completed its negotiations with HDR and requests that Purchasing Department proceed with preparing and placing an item on the Commissioners Court agenda for the approval of the PSA and award the contract to this consultant.

The funding for this project was approved by the voters in the 2011 bond referendum.

Funds Reservation Document Number: 0300000467  
Fund: 4074  
Funds Center: 1490190000  
G/L: 522040  
WBS Element: DGST.149.000002.01

ID # 843 |  
Attachment # 44 0000 1320

**Attachment: HDR Scope & Fee Proposal  
Location Map**

**CC: Cyd Grimes, C.P.M., Purchasing Agent  
Steve Sun, P.E. TNR Public Works  
Mo Mortazavi, P.E., TNR Public Works  
Donna Williams-Jones, TNR Financial Services  
Tawana Gardner, TNR Financial Services  
Lee Perry, Purchasing**

Contract No. 4400001375

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
TRAVIS COUNTY  
AND

**HDR ENGINEERING, INC.**

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

**BIG SANDY DRIVE DRAINAGE DESIGN PROJECT  
(SMALL PROJECTS)**

DRAFT

Contract No. 4400001375

PROFESSIONAL SERVICES AGREEMENT (PSA)

TABLE OF CONTENTS

SECTION:

1	EMPLOYMENT OF THE CONSULTANT
2	BASIC SERVICES OF THE CONSULTANT
3	CONSTRUCTION COST
4	COMPENSATION AND PAYMENT SCHEDULE
5	PERIOD OF SERVICE
6	COORDINATION WITH COUNTY
7	WORK PRODUCT
8	REVISION TO WORK PRODUCT
9	REIMBURSABLE EXPENSES
10	SUSPENSION AND TERMINATION
11	CONSULTANT'S RESPONSIBILITY AND LIABILITY
12	OWNERSHIP OF DOCUMENTS
13	MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS
14	MISCELLANEOUS:
14.1	VENUE
14.2	SEVERABILITY
14.3	EQUAL OPPORTUNITY IN EMPLOYMENT
14.4	CERTIFICATE OF CONSULTANT
14.5	BIDDING EXEMPTION
14.6	NOTICE
14.7	INSURANCE REQUIREMENTS
14.8	FORFEITURE OF CONTRACT
14.9	PURCHASE ORDER
14.10	PAYMENTS
14.11	INTEREST ON OVERDUE PAYMENTS
14.12	PROPERTY TAXES
14.13	TAXPAYER IDENTIFICATION
14.14	SUCCESSORS AND ASSIGNS
14.15	HISTORICALLY UNDERUTILIZED BUSINESS
14.16	FUNDING OUT
14.17	NON-WAIVER OF DEFAULT

Contract No. 4400001375

14.18	MEDIATION
14.19	OFFICIALS NOT TO BENEFIT
14.20	CONSULTANT CERTIFICATIONS
14.21	CIVIL RIGHTS/ADA COMPLIANCE
14.22	GRATUITIES
14.23	MONITORING
14.24	INCORPORATION OF ATTACHMENTS
14.25	ENTIRE AGREEMENT
14.26	TEXAS PUBLIC INFORMATION ACT
14.27	CERTIFICATION OF ELIGIBILITY
14.28	ENTITY STATUS

**ACKNOWLEDGEMENT AND SIGNATURE PAGE**

EXHIBIT 1	COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS
EXHIBIT 2	HOURLY RATES
EXHIBIT 3	PROJECT SCHEDULE  ATTACHMENT 1 – PERFORMANCE SCHEDULE ATTACHMENT 2 –UTILITY RELOCATION SERVICES ATTACHMENT 3 – CONSTRUCTION ADMINISTRATION SERVICES
EXHIBIT 4	EQUAL OPPORTUNITY IN EMPLOYMENT
EXHIBIT 5	INSURANCE REQUIREMENTS
EXHIBIT 6	ETHICS AFFIDAVIT ATTACHMENT 1 KEY CONTRACTING PERSONS LIST
EXHIBIT 7	HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS
APPENDIX A	SCOPE OF SERVICES
APPENDIX B	CONSULTANT'S QUALIFICATIONS STATEMENT

Contract No. 4400001375

## **DRAFT PROFESSIONAL SERVICES AGREEMENT ("PSA")**

**STATE OF TEXAS** §

§

**COUNTY OF TRAVIS** §

This Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and HDR Engineering, Inc. ("Consultant") (each a "Party" and, collectively, the "Parties").

County desires to obtain professional engineering services for the design of Big Sandy Drive Drainage Design Project (the "Project");

Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel County in the selection and analysis of cost-effective alternatives.

In consideration of the mutual covenants and agreements set forth in this Agreement, the amount and sufficiency of which are acknowledged, County and Consultant agree as follows:

### **SECTION 1 EMPLOYMENT OF THE CONSULTANT**

- 1.1 The County Executive of the Travis County Transportation and Natural Resources Department ("TNR") (the "County Executive") has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with the County Executive, has the authority to interpret and define County's policies and decisions with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.
- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional engineering/architectural services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.
- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained in

Contract No. 4400001375

those document, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.

- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.
- 1.7 Project Management; Key Personnel. Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached hereto and made a part hereof. Personnel included in the Organizational Chart shall be considered "Key Personnel" for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County's prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

## **SECTION 2 BASIC SERVICES OF CONSULTANT**

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, , which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.



Contract No. 4400001375

2.2 Consultant shall perform the "Basic Services," which means:

- 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
- 2.2.2 the detailed Scope of Services for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");
- 2.2.3 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.

2.3 Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:

- a. International Building Code
- b. National Fire Code
- c. National Plumbing Code
- d. National Mechanical Code
- e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's guidelines/codes
- f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
- g. AASHTO A Policy on Geometric Design of Highways and Streets
- h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
- i. Texas Department of Transportation Construction Manual
- j. City of Austin Drainage Criteria Manual (current version and updates)
- k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
- l. National Environmental Policy Act (NEPA)
- m. Architectural Barriers, Texas Department of Licensing and Regulation
- n. Americans with Disabilities Act (ADA) Regulations
- o. Army Corps of Engineers Regulations
- p. Edwards Aquifer Regulations
- q. Texas Commission on Environmental Quality applicable regulations

2.4 As part of the Basic Services, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

### SECTION 3

Contract No. 4400001375

## **CONSTRUCTION COST**

- 3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by Consultant (the "Construction Cost").
- 3.2 The Construction Cost includes the cost, at current market rates, including a reasonable allowance for overhead and profit: (i) of labor, materials and any equipment that the Consultant has designed, specified, selected, or specially provided for Consultant; and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of Consultant or other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.
- 3.4 Consultant may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product, and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one (1) month after Consultant submits the Work Product for that phase to County, Consultant shall adjust any Project budget or fixed limit of Construction Cost, if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Project budget or fixed limit will reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.
- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, County may:
- (1) approve, in writing, an increase in the Project budget or fixed limit;
  - (2) authorize rebidding of the Project within a reasonable time;
  - (3) terminate this Agreement and abandon the Project; or
  - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.
- 3.8 Consultant shall estimate the total Project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget may not include: (1) hazardous material testing and removal, if any is required; or (ii) any costs for furniture, fixtures and equipment, unless otherwise provided in this Agreement. As part of the Basic Services, Consultant shall report

Contract No. 4400001375

to the County any suspected occurrence of hazardous materials in the areas of proposed remodeling or other construction work. Hazardous materials abatement work will be provided by County under separate contract.

#### **SECTION 4 COMPENSATION AND PAYMENT SCHEDULE**

- 4.1 In consideration of Consultant's performance of the Basic Services, Consultant will receive the Basic Services compensation described in Exhibit 1. County will pay the Basic Services compensation in accordance with the payment schedule specified in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), Consultant will receive the Additional Services compensation described in Exhibit 1.
- 4.3 The County Project Manager will have authority to classify Consultant's services as "Basic or "Additional" services under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

#### **SECTION 5 PERIOD OF SERVICE**

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, and will remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly documented and justified by the circumstances.

Contract No. 4400001375

## **SECTION 6 COORDINATION WITH COUNTY**

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the County Executive (the "Notice to Proceed"). Consultant shall not commence work on any subsequent phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the County Executive. The County Executive will copy the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.
- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.
- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the County Executive, the County Project Manager, and the Purchasing Agent.

## **SECTION 7 WORK PRODUCT**

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not

Contract No. 4400001375

limited to any and all deliverables for each phase of the Project as described in the Scope of Services.

- 7.2 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to County.
- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the County Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

## **SECTION 8 REVISION TO WORK PRODUCT**

- 8.1 After Approval by County of the Work Product for each Project phase, Consultant shall, without additional compensation, perform any professional services required as a result of Consultant's development of the Work Product that County has found to be in error or omission. In

Contract No. 4400001375

addition, if it is necessary to revise the Work Product in order to make the Project constructible, Consultant shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at County's request for the convenience of County that require Consultant to perform extra services and incur additional expenses will entitle Consultant to additional compensation for such extra services and expenses. This compensation will be paid as Additional Services in accordance with Exhibits 1 and 2. Consultant must obtain County's written authorization for Additional Services in advance in accordance with Exhibit 1.

## **SECTION 9 REIMBURSABLE EXPENSES**

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by Consultant in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.
- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

## **SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT**

- 10.1 **SUSPENSION.** County may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving Consultant written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:

- 10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the

Contract No. 4400001375

Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.

10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Agreement for reasons other than default by Consultant, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.

10.2.1 Upon receipt of a Notice of Termination for Convenience and prior to the effective date of termination, Consultant shall, unless the Notice of Termination for Convenience otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Convenience, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

10.2.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.

10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either Party may terminate this Agreement for the failure of the other Party to perform any provisions of this Agreement, through no fault of the terminating Party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting Party. The Notice of Termination for Default shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, County and its officials, agents and representatives will not be liable for loss of any profits.

Contract No. 4400001375

Termination by Consultant:

- 10.3.1 In the event Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
  - 10.3.6 Consultant shall deliver to County copies of all completed or partially completed designs, plans, specifications and other Work Product prepared under this Agreement prior to the effective date of termination as a precondition to any final payment due under this Agreement.
  - 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
  - 10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.
- 10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.



Contract No. 4400001375

## **SECTION 11 CONSULTANT'S RESPONSIBILITY AND LIABILITY**

- 11.1 Consultant covenants to undertake no task for which a professional license or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.
- 11.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by County will not release Consultant of any responsibility or liability for the accuracy and competency of Consultant's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.
- 11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.
- 11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.
- 11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.
- 11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.
- 11.8 **INDEMNIFICATION.** CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
- 11.8.1 If any person, firm, corporation or other entity makes or brings any claim, or other

Contract No. 4400001375

action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, Consultant shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) the name and address of the person, firm, corporation, or other entity that made a claim, or that instituted any type of action or proceeding;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

11.8.2 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to these claims or actions and all court pleadings related to the defense of these claims or actions.

11.9 **CONTRACT ADMINISTRATION; UNRESOLVED DISPUTES.** The Purchasing Agent acts as the County representative in the administration of this Agreement. In case of an unresolved dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, relating to the unresolved dispute, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. Consultant may finally appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

## **SECTION 12 OWNERSHIP OF DOCUMENTS**

- 12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of County. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy.

Contract No. 4400001375

- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of County will be at Consultant's sole risk and without liability or legal exposure to County.
- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

### **SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS**

- 13.1 Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

### **SECTION 14 MISCELLANEOUS**

- 14.1 VENUE. This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of Texas, and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.
- 14.2 SEVERABILITY. If a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.
- 14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of Consultant's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for Consultant) to solicit or secure the services provided by this Agreement.
  - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.

Contract No. 4400001375

- 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.

Consultant agrees that County may furnish this certification to any local, state or federal governmental agencies in connection with this Agreement and with those portions of the Project involving participation of agency grant funds. Consultant agrees that this certification is subject to all applicable state and federal, criminal and civil laws.

- 14.5 **NOTICE.** Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing. The notice will be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given. The notice will be given and deemed to have been given on the third day following mailing if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address set forth in this section.

The address of County for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

COUNTY: Cyd V. Grimes, C.P.M., CPPO (or successor)  
Travis County Purchasing Agent  
P.O. Box 1748  
Austin, Texas. 78767

with copies to (registered or certified mail with return receipt is not required):

Steven M. Manilla, P.E. (or successor)  
County Executive  
Travis County Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

The address of Consultant for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

HDR Engineering, Inc.  
Attn: Cris L. Parker, PE  
4401 West Gate Blvd., Suite 400  
Austin, Texas 78745

- 14.6 **INSURANCE.** Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.

- 14.7 **FORFEITURE OF AGREEMENT.** Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of all consideration, paid to Consultant pursuant to this Agreement if:

Contract No. 4400001375

- (i) Consultant was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons; or
- (ii) Consultant does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement.

14.7.1 "Was doing business" and "has done business" mean:

- (a) Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
- (b) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include:

- (c) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (d) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Consultant in the ordinary course of its business; or
- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

14.7.2 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6.

14.8 **PURCHASE ORDER.** Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the Travis County Purchasing Office will assign a purchase order number. Consultant and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the [Travis County Transportation and Natural Resources Department *or* Facilities Management Department]. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

Contract No. 4400001375

**14.9 PAYMENTS.** County will make payment by check or warrant upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, as indicated on Purchase Orders.

Travis County Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767

In order to be considered "correct and complete," an invoice must include at least the following information:

- 14.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 14.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 14.9.3 identification of items or services as outlined in the Agreement;
- 14.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.9.5 any additional payment information that may be called for by this Agreement.

Consultant shall also submit a statement with each invoice showing the percentage completion of the work to date, as well as any additional written information requested by County to document the progress of the work.

**14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.** In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

14.10.1 the County Treasurer notifies Consultant in writing that the debt is outstanding;  
and

14.10.2 the debt is paid.

14.10.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.

14.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

**14.11 INTEREST ON OVERDUE PAYMENTS.** Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.

**14.12 PROPERTY TAXES.** Notwithstanding anything to the contrary in this Agreement, if Consultant is delinquent in the payment of property taxes at the time of providing the services rendered

Contract No. 4400001375

under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

- 14.13 TAXPAYER IDENTIFICATION. Consultant shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- 14.14 SUCCESSORS AND ASSIGNS. This Agreement will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.
- 14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

14.15.1 HUB Program Requirements.

14.15.1.1 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant's Qualifications Statement and attached to this Agreement as Exhibit 7. Consultant shall make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (*Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American*) of the Agreement Sum. For purposes of this Agreement, all references to "HUB" mean "certified HUB." To be considered as a "certified HUB," the subconsultant must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subconsultant participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Consultant's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be

Contract No. 4400001375

subcontracted;

(d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

14.15.1.2 Consultant may go beyond the good faith efforts listed above when soliciting HUB subconsultants.

14.15.2 Subcontractor/Subconsultant Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting/subconsulting reporting system (the "Subcontractor Tracking Software System" or the "System") to assist the Travis County Purchasing Office in monitoring, tracking and reporting payments to Subcontractors/subconsultants. County understands and believes, based on discussions with representatives of the System vendor and review of documentation accompanying the System, that: (i) the System provides a paperless environment in which transactions are electronically stored and routed; "Payment" and "Payment Verification" alerts are provided by e-mail and fax; (ii) the System will facilitate electronic Subcontractor/subconsultant diversity management, which in turn will improve auditing while cutting costs and shortening the audit cycle from months to hours; (iii) the System will eliminate standard forms and streamline the current manual process of tracking payments to all first-tier Subcontractors/subconsultants by performing all such tracking procedures electronically; and (iv) the System will serve as a tool to improve efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 Consultant shall designate, and shall require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, Consultant shall record and submit electronically payments made to all Subcontractors/subconsultants for work completed through the end of the previous pay period; such electronic recording and submission must be completed no later than the 15<sup>th</sup> day after such payments are made. Consultant shall contractually require all Subcontractors/subconsultants to verify payments by entering such payment data in the System no later than 10 days following the day on which Consultant enters the Subcontractor/subconsultant payment information as required in this Agreement. Consultant shall attempt to resolve any payment discrepancies or disputes in good faith. Consultant shall not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described in this Agreement or by providing to County payment documentation satisfactory to County.

14.15.2.3 Consultant shall report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A "Comment" field is available for entering additional information and comments and includes the ability to attach



Contract No. 4400001375

documents.

14.15.2.4 Failure by Consultant to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and Agreement termination in accordance with the procedures set forth in this Agreement. Additionally, if County determines that Consultant is in default of these mandatory reporting requirements, County may consider such conduct against Consultant in the evaluation of future contracts between Consultant and County.

14.15.2.5 Consultant shall register, and shall contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.

14.15.2.6 County understands and believes that the Subcontractor Tracking Software System will assist County in ensuring compliance with the County's HUB Program, and that the System will allow County staff to closely monitor Consultant and all Subcontractors/subconsultants performing work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by Consultant performed the work and received payment.

14.15.2.7 During the term of this Agreement, Consultant is encouraged to inform County of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.

14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant work assignments, percentage of HUB goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, Consultant is highly encouraged to utilize HUBs, M/WBEs and DBEs. Consultant shall notify County of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice shall be sent electronically to the Purchasing Agent or HUB Program Coordinator. County may request Consultant to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turnaround time will be within 24 – 48 hours. If Consultant has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

14.15.2.9 County understands and believes that other notifications automatically generated by the Subcontractor Tracking Software System include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

Contract No. 4400001375

- 14.16 **FUNDING OUT.** Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.
- 14.17 **NON-WAIVER OF DEFAULT.** No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to County under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.18 **MEDIATION.** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.19 **OFFICIALS NOT TO BENEFIT.** If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
- 14.20 **CONSULTANT CERTIFICATIONS:**
- 14.20.1 Consultant certifies that Consultant (i) is a duly qualified, capable and otherwise bondable business entity; (ii) is not in receivership and does not contemplate same; (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County; and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, court costs and attorney fees, for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.

Contract No. 4400001375

- 14.21 CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] as if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.
- 14.22 GRATUITIES. County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.
- 14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.
- 14.24 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim in this Agreement.
- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000.00. Consultant certifies that at the time of submission of its proposal to perform the Project services, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its proposal to perform the Project services and contract award, Consultant shall notify the Purchasing Agent. If

Contract No. 4400001375

Consultant fails to do so, County may terminate this Agreement for default.

- 14.28 **AMENDMENT.** The Parties may amend this Agreement only by written instrument signed by both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.
- 14.29 **ENTITY STATUS.** By my signature below, I certify that Consultant is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of Consultant, I acknowledge by my signature below that I have read and understand the above paragraphs and that Consultant has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

**DRAFT**

Contract No. 4400001375

The parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

CONSULTANT:

By:   
Printed Name: Kelly J. Keetz

Title: Sr. Vice President  
Authorized Representative

Date: 3-19-13

The Texas Board of Professional Engineers, 1917 South IH -35 South, Austin, Texas 78741, phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

TRAVIS COUNTY:

By: \_\_\_\_\_  
Samuel T. Biscoe  
Travis County Judge

Date: \_\_\_\_\_

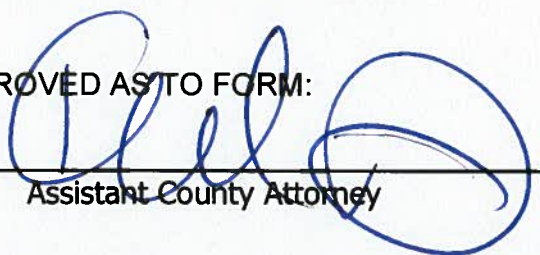
AVAILABILITY OF FUNDS CONFIRMED:

By: \_\_\_\_\_  
Nicki Riley  
Travis County Auditor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Cyd V. Grimes, C.P.M., CPPO  
Travis County Purchasing Agent

APPROVED AS TO FORM:

By:   
Assistant County Attorney

Contract No. 4400001375

**EXHIBIT 1**  
**COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS**

**SECTION 1 – COMPENSATION FOR BASIC SERVICES**

1.1 The fixed fee for the performance of the Basic Services will be the sum of (\$98,824.00).

1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:

(i)	Work Product 1 – 30% Design	\$ 39,019.00
(ii)	Work Product 2 – 90% Design	\$ 34,916.00
(iii)	Work Product 3 – 100% Design	\$ 8,306.00
(iv)	Work Product 4 – Bidding Phase	\$ 4,862.00
(v)	Work Product 5 - Construction Phase	\$ 11,721.00
	<b>TOTAL:</b>	<b><u>\$ 98,824.00</u></b>

**SECTION 2 - FIXED FEE**

2.1 Consultant and County acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.

**SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES**

3.1 "Additional Services" are defined as any services performed by Consultant not specifically described in the Basic Services (Section 2 of this Agreement).

3.2 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.

3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services will be the hourly rates set forth in Exhibit 2.

3.4. County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant's errors or omissions, in which case County will not compensate Consultant.

Contract No. 4400001375

#### **SECTION 4 – REIMBURSABLE EXPENSES**

- 4.1 County will reimburse Consultant for non-labor expenses incurred in the performance of the Basic Services under this Agreement, which are at invoice cost plus 5%. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses:  $\$772.00 \times 1.05 = \mathbf{\$811.00}$

#### **SECTION 5 –TOTAL AGREEMENT SUM**

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$98,824.00, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$811.00, will not exceed \$99,635.00.

#### **SECTION 6 –SCHEDULE OF PAYMENTS**

- 6.1 Payments will be made on a monthly basis for work performed, as described in detail in the Scope of Services, within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources Department.

Contract No. 4400001375

**EXHIBIT 2**  
**HOURLY RATES**

**BASIC SERVICES/ADDITIONAL SERVICES**

<b>Category</b>	<b>Hourly Rate</b>
Principal	\$247
Project Manager	\$173
Roadway Engineer 20+Yrs	\$157
Roadway Engineer 5-10 Yrs	\$147
Structural Engineer 20+Yrs	\$210
Structural Engineer 5-10Yrs	\$148
Senior Utility Engineer	\$182
Environmental Scientist	\$93
Drainage Engineer 10-20Yrs	\$162
Drainage Engineer 5-10Yrs	\$118
Graduate Engineer	\$102
Senior Design Technician	\$120
Senior Roadway Designer	\$110
Technician	\$80
Administrative Assistant	\$70

DRAFT



Contract No. 4400001375

### **EXHIBIT 3** **PROJECT SCHEDULE**

- A. Consultant shall provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the County Project Manager and Consultant will update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal architectural/engineering practice. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.
- A.1 Consultant shall provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any County approval or decision is not made within the time frame specified in the Project Schedule;
  2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
  3. a force majeure event has occurred; and
  4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to Consultant until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date.
- C. Consultant shall complete all design work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **180 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **180** days specified in paragraph C, above, does not include any time period during which County maintains control of the Work Product or any other documents to be submitted under this Agreement for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

Contract No. 4400001375

**ATTACHMENT 1 TO EXHIBIT 3**

**PERFORMANCE SCHEDULE**

<b>Work Product</b>	<b>Schedule</b>
Work Product 1	90 calendar days
Work Product 2	60 calendar days
Work Product 3	30 calendar days
Work Product 4	45 calendar days
Work Product 5	270 calendar days

**LEE: NO UTILITY RELOCATION SERVICES OR CA SERVICES NEEDED FOR THIS PROJECT?**

**DRAFT**

Contract No. 4400001375

**EXHIBIT 4**  
**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action must include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Consultant shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of Consultant's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Consultant shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. Consultant shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. Consultant shall take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event Consultant becomes involved in, or is threatened with,

Contract No. 4400001375

litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

## **EXHIBIT 5**

### **INSURANCE REQUIREMENTS**

During the life of this Agreement, Consultant agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY MUST BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. Consultant shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

Consultant shall not commence any field work under this Agreement until Consultant has obtained all required insurance and such insurance has been approved by County. CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by COUNTY shall not relieve or decrease the liability of Consultant under this Agreement.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. Consultant shall furnish County with a certification of coverage issued by the insurer. The insurance company will be subject to County's approval. Consultant must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

Contract No. 4400001375

**EXHIBIT 6**

STATE OF TEXAS        }  
COUNTY OF TRAVIS    }

**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_

Name of Affiant: \_\_\_\_\_

Title of Affiant: \_\_\_\_\_

Business Name of CONSULTANT: \_\_\_\_\_

County of CONSULTANT: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365-day period immediately before the date of this affidavit.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Typed or printed name of notary

My commission expires: \_\_\_\_\_

Contract No. 4400001375

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
**January 16, 2013**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant.....	Melissa Velasquez	
Executive Assistant.....	Josie Z. Zavala	
Executive Assistant.....	Vacant	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicita Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse) .....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse).....	Charyl Daugherty	Consultant
Executive Assistant.....	Bob Moore*	
Executive Assistant.....	Martin Zamzow*	
Executive Assistant.....	Barbara Smith*	
Commissioner, Precinct 4 .....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley*	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder*	
County Executive, Emergency Services .....	Danny Hobby	
County Executive, Health/Human Services.....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer .....	Tanya Acevedo	
Interim Chief Information Officer .....	Rod Brown	
Interim Chief Information Officer .....	Walter Lagrone	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	
Director, Land Use Division .....	Tom Nuckols	
Attorney, Land Use Division .....	Julie Joe	
Attorney, Land Use Division .....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division .....	Daniel Bradford	

Contract No. 4400001375

Attorney, Transactions Division .....Elizabeth Winn  
Attorney, Transactions Division .....Mary Etta Gerhardt  
Attorney, Transactions Division .....Barbara Wilson  
Attorney, Transactions Division .....Jim Connolly  
Attorney, Transactions Division .....Tenley Aldredge  
Director, Health Services Division .....Beth Devery  
Attorney, Health Services Division .....Prema Gregerson  
Purchasing Agent .....Cyd Grimes, C.P.M., CPPO  
Assistant Purchasing Agent .....Marvin Brice, CPPB  
Assistant Purchasing Agent .....Bonnie Floyd, CPPO, CPPB, CTPM  
Purchasing Agent Assistant IV .....CW Bruner, CTP  
Purchasing Agent Assistant IV .....Lee Perry  
Purchasing Agent Assistant IV .....Jason Walker  
Purchasing Agent Assistant IV .....Richard Villareal  
Purchasing Agent Assistant IV .....Patrick Strittmatter  
Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB  
Purchasing Agent Assistant IV .....Scott Wilson, CPPB  
Purchasing Agent Assistant IV .....Jorge Talavera, CPPO, CPPB  
Purchasing Agent Assistant IV .....Loren Breland, CPPB  
Purchasing Agent Assistant IV .....John E. Pena, CTPM  
Purchasing Agent Assistant IV .....Rosalinda Garcia  
Purchasing Agent Assistant IV .....Angel Gomez\*  
Purchasing Agent Assistant III .....Shannon Pleasant, CTPM  
Purchasing Agent Assistant III .....David Walch  
Purchasing Agent Assistant III .....Michael Long, CPPB  
Purchasing Agent Assistant III .....Nancy Barchus, CPPB  
Purchasing Agent Assistant III .....Jesse Herrera, CTP, CTPM, CTCM\*  
Purchasing Agent Assistant III .....Sydney Ceder\*  
Purchasing Agent Assistant III .....Vacant  
Purchasing Agent Assistant II .....Vacant  
Purchasing Agent Assistant II .....L. Wade Laursen\*  
Purchasing Agent Assistant II .....Sam Francis\*  
HUB Coordinator .....Sylvia Lopez  
HUB Specialist .....Betty Chapa  
HUB Specialist .....Jerome Guerrero  
Purchasing Business Analyst .....Scott Worthington  
Purchasing Business Analyst .....Jennifer Francis  
Transportation and Natural Resources Steve Sun  
Transportation and Natural Resources Mo Mortazavi

Contract No. 4400001375

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III .....	Elizabeth Corey, C.P.M. ....	03/14/13
Attorney, Transactions Division .....	Tamara Armstrong .....	03/30/13
Executive Assistant .....	Lori Duarte .....	06/15/13
Chief Information Officer .....	Joe Harlow .....	07/31/13
County Auditor .....	Susan Spataro, CPA .....	08/31/13
Purchasing Agent Assistant IV .....	George R. Monnat, C.P.M., A.P.P. ....	09/26/13
Executive Assistant .....	Cheryl Aker .....	10/05/13
Purchasing Agent Assistant II .....	Jayne Rybak, CTP .....	12/14/13
Commissioner, Precinct 3 .....	Karen Huber .....	01/01/14
Executive Assistant .....	Garry Brown .....	01/01/14
Executive Assistant .....	Julie Wheeler .....	01/01/14
Executive Assistant .....	Jacob Cottingham .....	01/01/14

\* - Identifies employees who have been in that position less than a year.

DRAFT



Contract No. 4400001375

EXHIBIT 7

**HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Insert RFQ Attachment 2 at Contract Award)

DRAFT

Contract No. 4400001375

## **APPENDIX A** **SCOPE OF SERVICES**

### **I. Project Summary**

Big Sandy Drive is currently a paved two-lane neighborhood collector road that provides a single point of access to the Pecan Hollow Ranches neighborhood. The existing Big Sand Drive low-water crossing at Long Hollow Creek frequently floods, posing a threat to public health and safety and requires frequent roadway closings by Travis County.

This project (the "Project") will consist of replacing the low-water crossing with a hydraulically adequate structure over Long Hollow Creek that complies with current Travis County street and drainage design requirements. For this scope of services, HDR assumes that the new creek crossing will generally be on the same alignment as the existing Big Sandy Drive crossing of Long Hollow Creek and will accommodate a future sidewalk.

Professional services will be provided by HDR Engineering, Inc. (HDR) to produce preliminary plan documents and final plans, specifications, and estimates (PS&E) for the new structure and connecting roadways. These services generally will include hydrologic and hydraulic analysis and design; preparing construction documents and cost estimates; performing geotechnical design, including pavement design and structure foundation recommendations; traffic control plans; assistance with identification of existing utilities in conflict; performing a wetlands determination and Section 404 permitting assessment and permitting coordination; attending and leading a public meeting; and assistance with bidding and construction phase services.

Services to be provided by Travis County will include topographic surveying, preparation of easement documents, and drilling of geotechnical borings.

### **II. Scope of Services**

Services will be provided by HDR and HDR's subconsultant team and will be delivered as four specific Work Products and/or support services, each with a separate fee and each requiring a separate "Notice to Proceed" from Travis County (the County). The scope of work for each Work Product is described in more detail below. Each Work Product will be submitted to the County for review and comment. The review process will consist of submitting two sets of the plans (11x17), estimates of probable construction costs, and specifications when required. Each submittal will include a cover letter stating who from the design team performed a Quality Assurance/Quality Control Check. Upon addressing the County's comments, HDR will submit two final check sets, if required by the County, for the County to review and provide written comments and/or approval.

A. Work Product 1 – 30% Design: The 30% design phase will include a traffic control alternatives analysis, coordination with the County's topographic survey and geotechnical investigation, a Section 404 wetlands determination and environmental permitting assessment, 30% design documents and estimate, and one public meeting. The scope of services to be included in Work Product 1 is as follows:

1. Attend one kickoff meeting with the County and design team.
2. Perform one site visit to perform field reconnaissance for traffic control alternatives, existing utilities, and to verify survey data.

Contract No. 4400001375

3. Coordinate with County Topographic Survey – Assist in developing scope and limits of topographic and boundary survey needed.
4. Coordinate with County Geotechnical Investigation – Assist in scope and location of geotechnical borings needed for proposed structure.
5. Perform wetlands determination at the proposed low-water crossing and assess Section 404 permitting requirements. Provide a summary letter summarizing the findings of the assessment.
6. Identify and contact existing utilities located in the Project area.
7. Develop and evaluate up to three (3) alternative temporary traffic control plans.
8. Update the previous hydrologic and hydraulic analyses (HDR, 2009) of the existing and proposed drainage crossing with new topographic survey data to be provided by the County. Refine proposed drainage structure alternative designs based on updated models.
9. Attend one (1) meeting with the County to present and review the results of the traffic control plan alternatives analysis and the updated hydraulic analysis.
10. Based on the conclusion from the meeting described in item 9, develop 30% plans to include the following:
  - a) Cover sheet indicating Project name and number; site location; project limits; names and signature blocks; symbology legend; and proposed index of drawings to be included in the plan set.
  - b) Typical sections showing proposed and existing conditions.
  - c) Plan and profile sheet showing existing conditions and proposed type and location of structure;
  - d) Cross-sections for roadways showing existing ground conditions and proposed conditions based upon preliminary alignments and typical sections;
  - e) Identification of limits of construction and properties that could be affected by the proposed construction;
  - f) Identification of existing easements and utilities that could be affected by the proposed construction;
11. Develop Engineer's estimate of construction cost for 30% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects.
12. Perform QA/QC review per Travis County requirements.
13. A neighborhood meeting may be scheduled at the end of the 30% design effort to present the Project and solicit input. HDR will develop and prepare one exhibit board or a PowerPoint slide presentation and a flier notice for the public meeting. It is assumed that the County will develop a mailing list and distribute the notices to publicize the meeting within the Project area. It is also assumed that the County will coordinate the logistics of preparing for the meeting including location, set up, presentation, and interaction with the general public. A summary of the Project scope will be presented followed by individual discussions with HDR staff and attendees on specific issues. HDR will take meeting notes and prepare a summary of the public meeting and the input received, to be prepared in memorandum form.

Contract No. 4400001375

14. Provide monthly progress reports and updated Project schedules.

B. Work Product 2 – 90% Design: The 90% design phase will include ongoing utility coordination and preparation of 90% design documents. The scope of services to be included in Work Product 2 is as follows:

1. Coordinate Section 404 permitting. It is assumed that this Project will be permitted by a USACE Nationwide Permit and will not require an Individual Section 404 Permit.
2. Provide utility coordination of existing utilities affected by the Project. Coordination will include coordination of Project schedule, providing utility companies with proposed bridge Project design information, and performing cursory reviews of utility relocation design information provided by affected utility companies to prevent conflicting improvements. Performance of actual design, bidding, and construction phase services of utility relocations will be considered Additional Services.
3. Finalize hydraulic design of selected drainage structure.
4. Develop 90% plans to include the following:
  - a) Updates to drawings included in the 30% plan submittal.
  - b) Bridge layout sheet and details.
  - c) Temporary traffic control plan and details.
  - d) Miscellaneous roadway and drainage details.
  - e) Temporary erosion and sedimentation control plan.
  - f) Drainage Area Map and drainage calculations.
5. Develop Engineer's estimate of construction cost for 90% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects.
6. Perform QA/QC review per Travis County requirements.
7. Provide monthly progress reports and updated Project schedules.

C. Work Product 3 – 100% Design: The 100% design phase will include utility coordination and 100% contract documents. The scope of services to be included in Work Product 3 is as follows:

1. Finalize coordination of existing utilities affected by the Project.
2. Develop 100% plans incorporating previous review comments, utility coordination information, proposed easements, and final permitting information.
3. Provide Special Specifications and Special Provisions. Prepare bid items and quantities for the Bid Form.
4. Develop Engineer's estimate of construction cost for 100% design. Unit prices to be based on current TxDOT average low bid unit prices or unit prices provided by the County from recent bids on similar projects.

Contract No. 4400001375

5. Perform QA/QC review per Travis County requirements.
6. Provide progress report and updated Project schedule.

D. Work Product 4 – Bidding and Negotiating Phase: Provide bidding support services including assistance with responding to bidder questions, preparing addenda, tabulating and evaluating bids, and providing recommendation for award.

E. Work Product 5 – Construction Phase: HDR will provide limited construction administration services as follows:

1. Conformance Plans: HDR will prepare final plans for construction that are in conformance with addenda issued during the bidding phase. HDR will issue one final hardcopy and one PDF copy to the County.
2. Site Meetings: HDR will attend up to four (4) site meetings including one pre-construction meeting, two (2) interim site meetings as requested by the County, and one (1) site visit upon substantial completion of the Project. The County will coordinate the attendance at each meeting and prepare meeting agendas and meeting summaries if required.
3. Clarifications and Interpretations (up to 12 issuances): HDR will issue necessary clarifications and interpretations of the Contract Documents only when requested directly by the County. Such clarifications and interpretations will be consistent with the intent of, and reasonably inferable from, the Contract Documents. HDR may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
4. Change Proposal Requests (up to 4 issuances): HDR will issue responses and recommendations to Contractor change proposal requests only when requested directly by the County and, in conjunction with the County, negotiate costs for any contemplated changes with the Contractor.
5. Submittal Reviews: HDR will review up to ten (10) construction submittals and/or resubmittals from the Contractor limited to structural components of the project, as required for compliance with the Contract Documents. HDR will send copies of reviewed submittals to the County for redistribution.

### **III. Deliverables:**

- A. For each Work Product, two hardcopies of plans (11x17 size sheets), one electronic PDF copy of plans, Engineer's Opinion of Construction Costs, and updated Project schedule.
- B. For Work Product 3, one electronic copy of special specifications, special provisions, and bid form.
- C. Environmental Summary Letter.
- D. Assistance to County for permits to start and complete THE Project.
- E. For Work Product 5, one hardcopy and one PDF copy of conformed construction plans.

Contract No. 4400001375

**IV. Time of Completion**

The estimated time of completion for Work Products 1 through 3 is 7 months from the date of issuance of the first Notice to Proceed. The estimated time of completion includes two weeks of review time by the County for each of the Work Products 1 through 3. HDR will provide the County with a detailed schedule by task at the Project kick-off meeting. The Project schedule will be updated on a monthly basis and provided to the County (MS Project format). The estimated time of completion for each Work Product, excluding County review time, is shown in Attachment I, Exhibit 3 of this PSA.

**V. Services to be Provided by Travis County**

In conjunction with the services to be provided by HDR, the County shall provide the following.

- A. A Project Manager to serve as the primary point of contact for HDR.
- B. Topographic surveying, right-of-way boundary survey, and easement document preparation.
- C. Geotechnical site investigation including borings and lab work as required for bridge foundation and pavement design.
- D. Documents available to the County and applicable as background information in performance of the Contract, when requested by HDR.
- E. Timely reviews of documents, reports, drawings, etc.
- F. Coordination and notification distribution of public meetings and public hearings.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, April 16, 2013  
**Prepared By/Phone Number:** Deece Eckstein, 854-9754  
**Elected/Appointed Official/Dept. Head:** Deece Eckstein, 854-9754  
**Commissioners Court Sponsor:** Judge Biscoe

### AGENDA LANGUAGE:

AT 11:00 A.M.:

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

- A. UPDATE ON LEGISLATIVE ACTIVITIES;
- B. LEGISLATION RELATING TO JUVENILE JUSTICE, INCLUDING [SB 511](#);
- C. LEGISLATION RELATED TO EMERGENCY SERVICES DISTRICTS, INCLUDING HB 2170, HB 2171, AND SB 1596;
- D. LEGISLATION RELATED TO HOUSING FINANCE CORPORATIONS, INCLUDING HB 3775, HB 3777, HB 3778, AND HB 3779;
- E. LEGISLATION RELATING TO COUNTY AIR QUALITY FEES, INCLUDING [SB 1791](#) AND [HB 3812](#); AND,
- F. ADDITIONS TO THE PRIORITIES, POLICY POSITIONS AND THE POSITIONS ON OTHER PROPOSALS SECTIONS OF THE TRAVIS COUNTY LEGISLATIVE AGENDA.

### SUMMARY AND IGR COORDINATOR RECOMMENDATION:

See attachments.

### BACKGROUND:

1. 170 bills that IGR is tracking were heard in committee during the week of April 8-12. Of those, we provided written or oral testimony on 15 of them. See the attached spreadsheet for a summary of those bills.

### ISSUES AND OPPORTUNITIES:

See attachments.

**FISCAL IMPACT AND SOURCE OF FUNDING:** Not applicable.

**REQUIRED AUTHORIZATIONS:** None.

**NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:**

Tanya Acevedo, Interim Chief Information Officer  
Travis County Information Technology Services  
Phone: 854-8685  
Email: [Tanya.Acevedo@co.travis.tx.us](mailto:Tanya.Acevedo@co.travis.tx.us)

Daniel Bradford, Assistant County Attorney  
County Attorney's Office  
Phone: 854-3718  
Email: [Daniel.Bradford@co.travis.tx.us](mailto:Daniel.Bradford@co.travis.tx.us)

Leslie Browder, County Executive  
Planning and Budget Office  
Phone: 854-8679  
Email: [Leslie.Browder@co.travis.tx.us](mailto:Leslie.Browder@co.travis.tx.us)

David Escamilla  
County Attorney  
Phone: 854-9415  
Email: [David.Escamilla@co.travis.tx.us](mailto:David.Escamilla@co.travis.tx.us)

Sherri Fleming, County Executive  
Health and Human Services/Veterans Services  
Phone: 854-4101  
Email: [Sherri.Fleming@co.travis.tx.us](mailto:Sherri.Fleming@co.travis.tx.us)

Cyd Grimes  
Purchasing Agent  
Phone: 854-9700  
Email: [Cyd.Grimes@co.travis.tx.us](mailto:Cyd.Grimes@co.travis.tx.us)

John Hille, Transactions Division Director  
County Attorney's Office



Phone: 854-9642  
Email: [John.Hille@co.travis.tx.us](mailto:John.Hille@co.travis.tx.us)

Danny Hobby, County Executive  
Emergency Services  
Phone: 854-4416  
Email: [Danny.Hobby@co.travis.tx.us](mailto:Danny.Hobby@co.travis.tx.us)

Roger Jefferies, County Executive  
Justice and Public Safety  
Phone: 854-4415  
Email: [Roger.Jefferies@co.travis.tx.us](mailto:Roger.Jefferies@co.travis.tx.us)

Gregg Knaupe  
Travis County Legislative Consultant  
Phone: 499-8826  
Email: [Gregg@KnaupeGR.com](mailto:Gregg@KnaupeGR.com)

Steven Manilla, County Executive  
Transportation and Natural Resources  
Phone: 854-9429  
Email: [Steven.Manilla@co.travis.tx.us](mailto:Steven.Manilla@co.travis.tx.us)

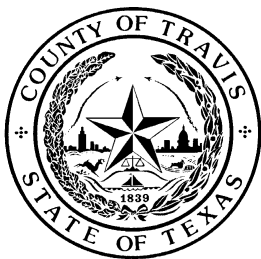
Nicki Riley  
Travis County Auditor  
Phone: 854-3227  
Email: [Nicki.Riley@co.travis.tx.us](mailto:Nicki.Riley@co.travis.tx.us)

Jessica Rio, Budget Director  
Planning and Budget Office  
Phone: 854-4455  
Email: [Jessica.Rio@co.travis.tx.us](mailto:Jessica.Rio@co.travis.tx.us)

Aerin-Renee Toussaint, Budget Analyst II  
Planning and Budget Office  
Phone: 854-1160  
Email: [Aerin.Toussaint@co.travis.tx.us](mailto:Aerin.Toussaint@co.travis.tx.us)

AS OF	WEEK	1	2	3	4	5	6	7	8	9	10
<b>THURSDAY</b>		10-Jan	17-Jan	24-Jan	31-Jan	7-Feb	14-Feb	21-Feb	28-Feb	7-Mar	14-Mar
	<b>HBs</b>	446	550	686	845	1,035	1,282	1,582	2,001	2,841	3,862
	<b>HJR</b> s	39	43	44	51	58	63	72	83	106	130
	<b>SB</b> s	149	162	209	268	386	528	669	906	1,305	1,823
	<b>SJR</b> s	11	13	16	20	22	29	30	36	45	59
<b>TOTAL</b>	<b>BILLS</b>	645	768	955	1,184	1,501	1,902	2,353	3,026	4,297	5,874
<b>TRAVIS COUNTY</b>											
	<b>TRACKED</b>	167	281	305	368	474	551	636	712	1,064	1,428
	<b>ANALYSES</b>	109	137	281	346	430	485	627	723	878	1,135
	<b>SUPPORT</b>	0	0	0	0	0	0	0	0	0	3
	<b>OPPOSE</b>	0	0	0	0	1	1	1	2	14	14

AS OF	WEEK	11	12	13	14	15	16	17	18	19	20
<b>THURSDAY</b>		21-Mar	28-Mar	4-Apr	11-Apr	18-Apr	25-Apr	2-May	9-May	16-May	23-May
	<b>HB</b> s	3,891	3,898	3,913	3,927						
	<b>HJR</b> s	130	130	130	130						
	<b>SB</b> s	1,843	1,855	1,865	1,884						
	<b>SJR</b> s	61	61	61	62						
<b>TOTAL</b>	<b>BILLS</b>	5,925	5,944	5,969	6,003						
<b>TRAVIS COUNTY</b>											
	<b>TRACKED</b>	1,433	1,457	1,466	1,479						
	<b>ANALYSES</b>	1,320	1,404	1,513	1,582						
	<b>SUPPORT</b>	3	5	5	5						
	<b>OPPOSE</b>	14	14	17	21						



# Intergovernmental Relations

**Deece Eckstein, Coordinator**

700 Lavaca Building, Suite 360  
Austin, TX 78701

(512) 854-9754

[deece.eckstein@co.travis.tx.us](mailto:deece.eckstein@co.travis.tx.us)

Twitter: [@TravCo\\_IGR](https://twitter.com/TravCo_IGR)

**TO:** Travis County Commissioners Court

**THROUGH:** Deece Eckstein, Coordinator, Intergovernmental Relations

**DATE:** Thursday, April 11, 2013 for Tuesday, April 16, 2013

**RE:** Legislation relating to juvenile justice, including SB 511

**Bill/JR No.** [SB 511](#), relating to the commitment of certain juveniles to local post-adjudication secure correctional facilities in certain counties and to the release under supervision of those juveniles.

**Author** Sen. John Whitmire

**Last Action** 04/04/2013 - Referred to House Corrections Committee

**Bill/JR No.** [HB 1388](#), relating to the commitment of certain juveniles to local post-adjudication secure correctional facilities in certain counties and to the release under supervision of those juveniles.

**Author** Rep. Paul Workman

**Last Action** 02/264/2013 - Referred to House Corrections Committee

**Summary** The bill would allow a juvenile court in a county with a population of at least 335,000 to commit juveniles adjudicated for a felony offense to a local post-adjudication secure correctional facility operated by or under contract with a local juvenile board or local juvenile probation department as an alternative to sending them to the State's institutional youth facilities. The bill also provides the ability for local juvenile probation departments to provide parole supervision for juveniles committed to and released from local post-adjudication secure correctional facilities.

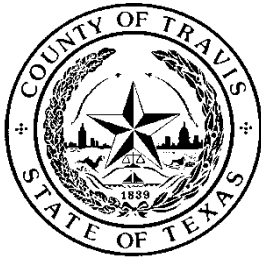
**Impact** Travis County has been a leader in the evolution of community-based incarceration and rehabilitation. The Juvenile Probation Department staff has been working with the authors on this bill.

The bill does not appropriate State money, but could be the basis for an appropriation to reimburse counties for their expenses in housing and providing services to additional juveniles.

**Legislative  
Agenda** No relevant provision.

**Recommend** SUPPORT.

**Court Action** Motion to support SB 511 and HB 1388, and to communicate the Court's support to members of the Travis County delegation and the entire Legislature.



# Intergovernmental Relations

**Deece Eckstein, Coordinator**

700 Lavaca Building, Suite 360  
Austin, TX 78701

(512) 854-9754

[deece.eckstein@co.travis.tx.us](mailto:deece.eckstein@co.travis.tx.us)

Twitter: [@TravCo\\_IGR](https://twitter.com/TravCo_IGR)

**TO: Travis County Commissioners Court**

**THROUGH:** Danny Hobby, County Executive, Emergency Services  
Deece Eckstein, Coordinator, Intergovernmental Relations

**DATE:** Tuesday, April 16, 2013

**RE: Legislation related to emergency services districts, including HB 2170, HB 2171, and SB 1596**

## *"Disannexation" Bills (ESD #11)*

Under current law, when a municipality annexes territory that is in an emergency services district (ESD), that area is "disannexed" from the ESD and no longer part of its tax base/service area. The municipality must compensate the ESD for the pro rata share of the ESD's bonded and other indebtedness.

The committee substitutes for HB 2170 and SB 1596 are identical, and a PDF of the substitute is attached. CSSB 1596 passed the Senate Intergovernmental Relations Committee on Wednesday, April 10, and CSHB 2170 is scheduled for hearing on Thursday, April 11.

HB 2171 is not being moved at this time.

## **HB 2170 (Rodriguez, E.) and SB 1596 (Zaffirini)**

Amends Health and Safety Code Section 775.022 and Local Government Code Section 43.056

- Clarifies that a municipal annexation does not have to remove territory from an ESD; in other words, the area may belong to both the municipality and the ESD.
- If the territory is annexed from an ESD, the municipality shall compensate the district immediately after disannexation of the territory according to the formula in Subsection (e).
- A municipality's service plan may not provide services in the area in a manner that would have the effect of reducing by more than a negligible amount the

level of fire and police protection and emergency medical services provided within the area before annexation.

- The municipality's service plan may authorize the ESD to provide supplemental fire and emergency medical services to the annexed area by means of an automatic aid or mutual aid agreement.

**HB 2171 (Rodriguez, E.)**

This bill proposes to amend Health and Safety Code Section 775.022 (a) and (c)

- Clarifies that a municipal annexation does not have to remove territory from an ESD; in other words, the area may belong to both the municipality and the ESD.
- There are 14 emergency services districts in Travis County and this will help clarify the process when annexation occurs.

By: \_\_\_\_\_ .B. No. \_\_\_\_\_

Substitute the following for \_\_\_\_B. No. \_\_\_\_\_:

By: \_\_\_\_\_ C.S. \_\_\_\_B. No. \_\_\_\_\_

A BILL TO BE ENTITLED

AN ACT

1  
2 relating to the annexation by a municipality of territory of an  
3 emergency services district.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Sections 775.022(a) and (c), Health and Safety  
6 Code, are amended to read as follows:

7 (a) If a municipality completes all other procedures  
8 necessary to annex territory in a district and if the municipality  
9 intends to remove the territory from the district and be the sole  
10 provider of [provide] emergency services to the territory by the  
11 use of municipal personnel or by some method other than by use of  
12 the district, the municipality shall send written notice of those  
13 facts [that fact] to the board. The municipality must send the  
14 notice to the secretary of the board by certified mail, return  
15 receipt requested. The territory remains part of the district and  
16 does not become part of the municipality until the secretary of the  
17 board receives the notice. On receipt of the notice, the board  
18 shall immediately change its records to show that the territory has  
19 been disannexed from the district and shall cease to provide  
20 further services to the residents of that territory. This  
21 subsection does not require a municipality to remove from a  
22 district territory the municipality has annexed.

23 (c) If a municipality removes [annexes] territory from [in]  
24 a district that the municipality has annexed, the municipality

1 shall compensate the district immediately after disannexation of  
2 the territory under Subsection (a) in an amount equal to the annexed  
3 territory's pro rata share of the district's bonded and other  
4 indebtedness as computed according to the formula in Subsection  
5 (e). The district shall apply compensation received from a  
6 municipality under this subsection exclusively to the payment of  
7 the annexed territory's pro rata share of the district's bonded and  
8 other indebtedness.

9 SECTION 2. Section 43.056, Local Government Code, is  
10 amended by amending Subsection (f) and adding Subsections (p) and  
11 (q) to read as follows:

12 (f) A service plan may not:

13 (1) require the creation of another political  
14 subdivision;

15 (2) require a landowner in the area to fund the capital  
16 improvements necessary to provide municipal services in a manner  
17 inconsistent with Chapter 395 unless otherwise agreed to by the  
18 landowner; ~~[or]~~

19 (3) provide services in the area in a manner that would  
20 have the effect of reducing by more than a negligible amount the  
21 level of fire and police protection and emergency medical services  
22 provided within the corporate boundaries of the municipality before  
23 annexation;

24 (4) provide services in the area in a manner that would  
25 have the effect of reducing by more than a negligible amount the  
26 level of fire and police protection and emergency medical services  
27 provided within the area before annexation; or



1           (5) cause a reduction in fire and police protection  
2 and emergency medical services within the area to be annexed below  
3 that of areas within the corporate boundaries of the municipality  
4 with similar topography, land use, and population density.

5           (p) This subsection applies only to a municipality in a  
6 county with a population of more than one million and less than 1.5  
7 million. For a municipality that has adopted Chapter 143 and  
8 directly employs firefighters, a service plan that includes the  
9 provision of services to an area that, at the time the service plan  
10 is adopted, is located in the territory of an emergency services  
11 district:

12           (1) must require the municipality's fire department to  
13 provide initial response to the annexed territory that is  
14 equivalent to that provided to other areas within the corporate  
15 boundaries of the municipality with similar topography, land use,  
16 and population density;

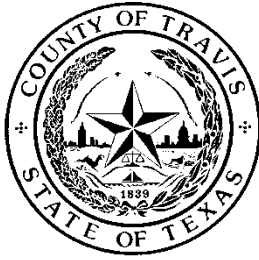
17           (2) may not provide for municipal fire services to the  
18 annexed area solely or primarily by means of an automatic aid or  
19 mutual aid agreement with the affected emergency services district  
20 or other third-party provider of services; and

21           (3) may authorize the emergency services district to  
22 provide supplemental fire and emergency medical services to the  
23 annexed area by means of an automatic aid or mutual aid agreement.

24           (q) This chapter does not affect the obligation of a  
25 municipality that has adopted Chapter 143 to provide police, fire,  
26 or emergency medical services within the municipality's corporate  
27 boundaries by means of personnel classified in accordance with that

1 chapter.

2 SECTION 3. This Act takes effect September 1, 2013.



# Intergovernmental Relations

**Deece Eckstein, Coordinator**

700 Lavaca Building, Suite 360  
Austin, TX 78701

(512) 854-9754

[deece.eckstein@co.travis.tx.us](mailto:deece.eckstein@co.travis.tx.us)

Twitter: [@TravCo\\_IGR](https://twitter.com/TravCo_IGR)

**TO: Travis County Commissioners Court**

**THROUGH:** Julie Wheeler, Intergovernmental Relations

**DATE:** Tuesday, April 16, 2013

**RE: Other legislation related to emergency services districts, including [HB 3763](#), [HB 3764](#), [HB 3798](#), [HB 3799](#), [HJR 148/SJR 62](#), and [HJR 149](#)**

**Emergency Services and IGR recommend that the Court take no action on these bills at this time.**

*SAFE-D bills*

## [HB 3763 \(Coleman\)](#)

This bill proposes to amend [Health and Safety Code Section 775.014 \(b\)](#)

- Under current law, an ESD cannot be created that includes territory within the boundaries or ETJ of a municipality unless a) the governing body of the municipality agrees or b) at least 50% of the voters and the owners of at least 50% of the property to be annexed petition the governing body to allow the annexation.
- This bill reduces the percentage of qualified voters (to 5%) and owner representation (to 5%) needed to petition for the inclusion of a municipality's territory in an emergency services district.

## [HB 3764 \(Coleman\)](#)

This bill proposes to amend [Health and Safety Code](#) by adding Section 775.08221

- Under current law, an ESD must file an audited financial report with the commissioners court of the county in which it is located each year.
- This bill allows an ESD to submit an unaudited annual financial report to the commissioners court if the ESD:
  - did not have outstanding bonds or liabilities during the previous fiscal year,
  - didn't receive more than a total of \$250,000 in gross receipts from operations, loans, taxes, or contributions during the previous fiscal year;

- and did not have a total of more than \$250,000 in cash and temporary investments during the previous fiscal year
- Concern that audits provide better oversight for commissioners courts than unaudited financial statements

### [HB 3798 \(Coleman\)](#)

This bill proposes to amend [Health and Safety Code Section 775.073](#)

- Under current law, an ESD may only use checks signed (by the treasurer) and countersigned (by the president) to pay bills. Any expenditure of over \$2,000 must be approved by the ESD board.
- This bill liberalizes these restrictions:
  - extends methods of funds disbursement to include draft, order or other instruments
  - The board may disburse funds transferred by wire
  - Provides that a majority of the ESD board's commissioners can authorize funds disbursements
  - The board may allow other district employees to disburse funds under \$2,000.00
  - Property purchased or leased with ESD funds belongs to the district, regardless of whether it is used by a third party, until it is sold or disposed of

### [HJR 149 \(Coleman\)](#)

This bill proposes to amend [Section 48-e, Article III of the Texas Constitution](#)

- Transfers the authority from a commissioners court to an emergency service district to levy ad valorem taxes, issue bonds or other debt obligations, and grants the ESD the use of this revenue for operation costs and debt repayment
- Removes the constitutional 10-cent cap on the ad valorem tax rate
- Enabling legislation is [HB 3799](#)

### [HB 3799 \(Coleman\)](#)

Enabling legislation for [HJR 149](#)

This bill proposes to amend [Health and Safety Code Sections 775.018 \(a\)](#) and [775.0745 \(a\)](#), and adds [775.074 \(f\)](#)

- Grants ESDs the ability to impose an ad valorem tax, which cannot exceed 10 cents on each \$100 valuation of taxable property in the district (statutory)

### [HJR 148 \(Coleman\)/SJR 62 \(Hinojosa\)](#)

This bill proposes to amend [Section 48-d, Article III of the Texas Constitution](#)

- Creates statewide emergency and disaster response districts
- Provides authority to newly created districts to impose taxes and issues bonds

**Benefits of 9-1-1 Emergency Communications District for the CAPCOG 10-county region**  
**[HB 1124 \(Workman et al.\)](#), [SB 628 \(Watson\)](#)**  
*(from Betty Voights, CAPCOG)*

---

- CAPCOG, working with its cities and counties, have already worked together to design and construct a Digital 9-1-1 System, commonly referred to as NextGen 9-1-1, and can more efficiently provide 9-1-1 services as an independent district managed by the local governments which it serves.
- NextGen 9-1-1 implementation requires installation of a secure digital network and equipment in the call centers (Public Service Answering Points/PSAPs) that can accept text messages, photos and video, alarm system alerts, transmission of health data, and direct links with services like OnStar and Medical Alert systems for seniors. CAPCOG is on the forefront of transitioning to these capabilities, moving at a quicker pace than the other 23 COGs in the Commission for State Emergency Communications (CSEC) program. In fact, CSEC proposes these services in our region in the 2016-17 biennium at a projected cost of \$6,535,400; this number exceeds what is needed and planned for our system which will provide a higher level of service than proposed by the state agency.
- This legislation proposes an Emergency Communications District that represents a hybrid between a COG-managed 9-1-1 program and a traditional district such as Harris, Tarrant or Bexar Counties have. It provides broader interpretation of eligible uses of funding, an important factor for a metro area like Austin/Travis County which has not fared well under CSEC's one-size-fits-all approach, because larger metro areas require more sophisticated equipment for call distribution, dispatch interconnectivity, records management interface, and complex disaster routing.
- And districts, such as those named above, received the 9-1-1 services fees paid by their citizens directly which ensures a predictable funding stream and allows for establishment of a capital replacement fund so fees can be set aside for timely equipment replacement.
- Forming a district at the regional level makes sense; our NextGen network is already being tested by the City of Austin to provide redundancy for our radio interoperability system, also constructed at a regional level. Plus, local governments of this region have developed protocols for regional response in the event of natural and manmade disasters using homeland security funding for the response equipment and radio system. These same local governments share an Emergency Notification System ("reverse 911") at regional level. The next step is to coordinate and link these systems with 9-1-1.
- CAPCOG working with its cities and counties is prepared to take this step but it's difficult to do it without adequate funding; this biennium CAPCOG is operating the region's 9-1-1 system on 68 percent of the funding paid by citizens of our cities and counties. We ask for a mechanism to ensure full funding and to allow us to proceed at the rate our citizens deserve, not wait for CSEC.
- Because Ch. 771.078 of the Health & Safety Code governing 9-1-1 programs operated by Regional Planning Commissions (COGs) calls for the fees collected to be distributed back to the

COGs proportionally based on population to provide 9-1-1 service, there should be no cost to the State unless non-appropriation of said funds is considered a cost.

Summary: There are several factors which make the case for designation of the ten-county region served by CAPCOG as a Regional Emergency Services District; the two primary factors are the population served by the COG's current 9-1-1 program and the rapid pace at which CAPCOG working, with its local governments, are deploying a NextGen digital 9-1-1 system while integrating additional emergency communications systems for radios and reverse 9-1-1.

The nature of this region with unique growth issues coupled with a higher use of 9-1-1 requires sophisticated equipment and networking which cannot be funded under CSEC's rules.

- While 77 percent of the PSAPs in the CSEC program are three call-taking positions or less, half of CAPCOGs are larger:
  1. Austin-Travis County Combined Center – 78 positions
  2. Williamson County – 12 positions
  3. Round Rock 8
  4. Georgetown 6
  5. Hays County Consolidation (in progress) – 17 positions
- The average PSAP in the CSEC program represents 25,000 citizens or less; CAPCOG' PSAPs serve an average 60,000 citizens.

The rate of implementation of the NextGen 9-1-1 system as well as local 9-1-1 projects undertaken by individual counties continue to be called into question when the fees generated by the region are not returned to fund these services. The uncertainty of the biennial appropriation process, possible redirecting of 9-1-1 funding to non-local projects, and restrictive policies by CSEC make it ensure funding will be available for our region's 9-1-1 functions.

- All COGs are scheduled by CSEC on a 10-year equipment replacement schedule; however, there is no way to predict if sufficient revenue will be appropriated each biennium to cover replacement costs and this problem is larger for the COGs serving the largest population (highest call volumes translate to life of equipment).

# Resolution



WHEREAS, all cities and counties in the Capital Area Council of Governments (CAPCOG) region with Public Safety Answering Points (PSAPs) providing 9-1-1 call taking services within their communications centers participate in its Regional 9-1-1 Program; and,

WHEREAS, the local governments working in partnership with CAPCOG are prepared for full implementation of Next Generation 9-1-1 (NG 911) to include an Emergency Services Internet as the platform for digital data to accompany 9-1-1 calls thereby allowing transmission of video, text, medical alerts, and other automated data resulting in a higher quality of service to citizens of this region; and,

WHEREAS, CAPCOG's progress to implement NG 911 as well as to integrate other emergency communications systems like "Reverse 911" and radio interoperability communications systems can be better sustained by a predictable revenue stream and expanded control over capital investments and operating policies currently not possible under the rules of the state's 9-1-1 agency, the Commission on State Emergency Communications; and,

WHEREAS, recognizing that the elected officials who serve on CAPCOG's Executive Committee are better positioned to have oversight over the region's 9-1-1 program than a state agency, thus ensuring the development and implementation of a plan that allows local governments to leverage local investments to collectively achieve maximum effectiveness and efficiencies; now therefore,

BE IT RESOLVED that the Travis County Commissioners Court supports legislation to designate the Capital Area Council of Governments as an Emergency Communications District allowed by Chapter 772 of the Health and Safety Code of the State of Texas; and,

BE IT FURTHER RESOLVED that the Travis County Commissioners Court supports the passage of House Bill 1124 and Senate Bill 628 and wishes to communicate that support to members of the Travis County delegation and to the entire Legislature.

---

SAMUEL T. BISCOE  
COUNTY JUDGE

---

RON DAVIS  
COMMISSIONER, PCT. 1

---

SARAH ECKHARDT  
COMMISSIONER, PCT. 2

---

GERALD DAUGHERTY  
COMMISSIONER, PCT. 3

---

MARGARET J. GÓMEZ  
COMMISSIONER, PCT. 4





**Travis County Commissioners Court Agenda Request**  
**TRAVIS COUNTY HOUSING FINANCE CORPORATION**

**Meeting Date:** April 16, 2013

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning and Budget/854-9106

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

**AGENDA LANGUAGE:**

Consider and take appropriate action on legislation related to housing finance corporations, including HB 3775, HB 3777, HB 3778 and HB 3779.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

## **HB 3775 by Rep. Isaac**

This bill would require that applications for 4% Housing Tax Credits be scored using the same process as the competitive 9% program. To be successful, the 4%/Private Activity Bond financed development would need to outscore the regional "winner" in the 9% program.

Under the Tax Code, the 9% program is competitive & very popular because the private equity injection is much more than that of a 4% transaction. If an application could outscore the competition in a region, it would be a 9% application.

Due to this conundrum, the 4%HTC/PAB program would be obsolete. Local HFC issuers and the statewide issuers would be unable to issue these bonds.

### **Other issues of concern:**

- The Private Activity Bond Program operates on a totally different schedule than the 9% HTC program. The PAB program has six distinct subceilings including Student Loan Programs, Industrial Development Projects, Single Family Homeownership Issues, MultiFamily Issues, State Voted Issues, and a general subceiling which includes large projects for users such as Exxon, Dow Chemical, etc.
- The PAB program schedule is woven together with distinct deadlines so that as issues close or withdraw, allocation falls to other subceiling and issuer types. All categories are interrelated as the program progresses through the calendar year. To alter the process in the multi-family subceiling would impact all other issues.
- Local issuers have very few income sources. The income earned by many HFCs is used to fund assistance programs, loans, educational classes, etc. This would create a substantial problem for many local issuers.
- 4%HTC/PAB issues tend to be more locally driven to meet the needs of a community. The 9% program is often more driven by the state concerns. 9% transactions are almost impossible to do in rural areas and one of the only other tools is the 4% program.

**HB 3776 by Rep. Isaac (NOT INCLUDED IN THE LETTER TO THE URBAN AFFAIRS COMMITTEE)**

**This bill has been assigned to the House Committee on Public Education**

This bill would amend the Education Code by adding a provision that any payment received in the form of a "PILOT" (Payment In Lieu Of Taxes) on a property which received housing tax credits from TDHCA, and whose owner is exempt from ad valorem taxation, must be used as if the payments were maintenance and operations tax revenue.

**Other issues of concern:**

- This impacts affordable housing developments but not the other type of projects using PILOTS.

**HB 3777 by Rep. Isaac**

This bill would amend Chapter 394, Local Government Code (Housing Finance Corporation Act). These amendments will ONLY impact private activity bonds issued by Local Housing Finance Corporations.

The bill requires that all Governmental Units containing the proposed development must issue an approval resolution. Also the units of government must consider comments made at the TEFRA hearing and may refuse to approve the bonds following the hearing.

**Other issues of concern:**

- It is probably not a concern for a local HFC to get a Local Government Resolution of Approval. However, since the State Issuers do not have the same requirement, it results in the loss of local control and allows a developer who could not get that local approval to go to a state issuer to avoid the conflict.

**HB 3778 by Rep. Isaac**

This bill would amend Chapter 394, Local Government Code (Housing Finance Corporation Act) and Chapter 1371 , Government Code. These amendments will ONLY impact private activity bonds issued by Local Housing Finance Corporations.

The bill requires that all issuances by Local HFCs receive full Bond Review Board approval, such as the approval required for all state issued debt.

**Other issues of concern:**

- The Texas Bond Review Board is charged with the review and approval of debt issued by STATE agencies and STATE institutions of higher education. The Board has never had the authority to perform the same process on any type of local debt or debt by a local conduit issuer.
- This amendment clearly gives the state the authority to reverse a local decision on a conduit issuance by an HFC – but not for any other type of local conduit issuer that uses the same Private Activity Bond Program.

**HB 3779 by Rep. Isaac**

This bill is a combination of the language from HB3775, HB 3776, HB 3777, and HB 3778. HB 3776

## TRAVIS COUNTY HOUSING FINANCE CORPORATION

---

DATE: April 9, 2013  
TO: Board of Directors  
FROM: Andrea Shields, Corporations Manager  
SUBJECT: Letter in Response to Legislation Under Consideration Relating to Housing Finance Corporations

---

Judge Biscoe and Commissioners:

There are several bills sponsored by Rep. Isaac that have now been referred to the House Committee on Urban Affairs. These bills target Housing Finance Corporations, multifamily tax exempt bond issues and/or properties receiving 4% tax credits in conjunction with tax bond issues. Most pressingly, the legislation would require that applications for 4% tax credits to the state would require the same rigorous scoring as the 9% tax credit applications, and the properties would have to score equal to or higher than the 9% tax credit winner in that region to receive an allocation of 4% tax credits and receive a bond allocation. For various reasons, this would likely end virtually all 4% tax credit/tax exempt bond transactions in the state. Also, the legislation would require that every bond issue from an HFC, both single family and multifamily, would require full approval of the entire Bond Review Board even if the project were not applying for volume cap. From a housing and HFC perspective, these bills, if passed, could have a significant impact on our ability to provide affordable housing to the residents of Travis County and will also impede our ability to generate revenue that can then be reinvested in other housing programs, such as homebuyer's assistance, grant programs, etc. The attached letter is intended to go to the members of the House Committee on Urban Affairs. If you could please review the letter and sign, if you agree with our position, we would greatly appreciate it. One of the state trade organizations, the Texas Association of Local Housing Finance Agencies, will visit the Capitol tomorrow to bring these letters and those from other HFCs all around the state to demonstrate opposition to the legislation. Please let me know if you have any questions or concerns, and thank you for your assistance with this.

Regards,

Andrea Shields  
xt. 49116

## TRAVIS COUNTY HOUSING FINANCE CORPORATION

TRAVIS COUNTY ADMINISTRATION BUILDING  
P.O. Box 1748  
(512) 854-9116

700 LAVACA STREET – SUITE 1560  
AUSTIN, TEXAS 78767  
Fax (512) 854-4210

April 9, 2013

The Honorable Harold V. Dutton, Jr., Chair  
The Honorable Carol Alvarado, Vice Chair  
The Honorable Rafael Anchia  
The Honorable Gary Elkins  
The Honorable Jeff Leach  
The Honorable Justin Rodriguez  
The Honorable Scott Sanford

Dear Representatives:

On behalf of the Travis County Housing Finance Corporation, I am writing to share our concerns with four bills which have been referred to the House Committee on Urban Affairs. **We are OPPOSED to the bills.**

We believe that these bills could impact the availability of quality, affordable workforce rental housing in our community and communities across Texas. HFCs have very few tools to produce quality rental housing for our workforce. We can't afford to lose any resources we currently have.

As you know, Local Housing Finance Corporations (HFCs) are created by city and county governmental units to address the needs of low to moderate income working families in their local communities. HFCs are instrumental in offering programs for First-Time Homebuyers and quality residential rental housing. The rental housing is often referred to as "Workforce Housing". The governmental unit or units that created the HFC is also responsible for appointing Board Members to serve on the HFC Board. Often the board members are the elected officials themselves. In other cases, the officials name others to serve on their behalf.

**Here are just a few of our concerns with HB 3775, HB3777, HB3778, HB 3779 as filed by Representative Isaac:**

- Local HFCs would be unable to issue Private Activity Bonds in the future. (as would other issuers)
- Loss of Local Control for communities in Texas to address their housing needs
- Loss of revenue for Local Housing Finance Corporations
- With loss of revenue comes loss of services local HFCs provide in their communities (i.e. Down Payment Assistance grants, homebuyer education classes, financial preparation classes & loan programs)
- Loss of the availability of workforce housing in local communities would negatively impact economic development – especially in rural areas
- Loss to the local communities of the positive economic impact realized from a new development

I would welcome any questions you may have. I can be contacted at either 512-854-9116 or [andrea.shields@co.travis.tx.us](mailto:andrea.shields@co.travis.tx.us).

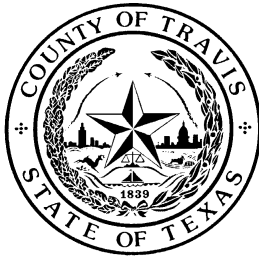
Thank you for your consideration

Sincerely,



Andrea Shields  
Manager  
Travis County Housing Finance Corporation





# Intergovernmental Relations

**Deece Eckstein, Coordinator**

700 Lavaca Building, Suite 360  
Austin, TX 78701

(512) 854-9754

[deece.eckstein@co.travis.tx.us](mailto:deece.eckstein@co.travis.tx.us)

Twitter: [@TravCo\\_IGR](https://twitter.com/TravCo_IGR)

**TO:** Travis County Commissioners Court

**THROUGH:** Deece Eckstein, Coordinator, Intergovernmental Relations

**DATE:** Thursday, April 11, 2013 for Tuesday, April 16, 2013

**RE:** County air quality fees bills

**Bill/JR No.** [SB 1791](#), relating to a county air quality fee imposed at the time of an emissions-related inspection.

**Author** Sen. Kirk Watson

**Last Action** 03/25/2013 S Referred to Natural Resources

**Bill/JR No.** [HB 3812](#), relating to a county air quality fee imposed at the time of an emissions-related inspection.

**Author** Rep. Donna Howard

**Last Action** 03/25/2013 H Referred to Environmental Regulation

**Summary** Would permit a commissioners court in nonattainment and near-nonattainment counties to impose a "county air quality fee" on all vehicle emissions inspections and use the revenues to develop and manage programs in that county similar to LIRAP and LIP. The amount of the fee is set by the court, but could not exceed levels allowed by state law.

**Impact** If the County elects to withdraws from the State LIRAP/LIP programs, this legislation will directly benefit Travis County by providing more funding for – and local control over – initiatives to improve air quality in our area.

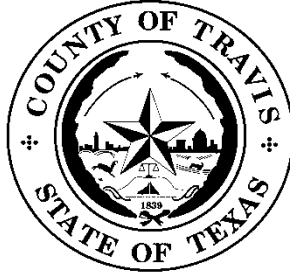
**Legislative Agenda** "Support full funding for the Low Income Repair Assistance, Retrofit and Accelerated Vehicle Retirement Program and the Local Initiative Projects." (ENV-12)

**Recommend**    SUPPORT based on Legislative Agenda position.

**Court Action**    None at this time.

# *Resolution*

**DRAFT**



WHEREAS, Travis County Government believes that local government best understands and responds to the needs of its constituents; and,

WHEREAS, the Travis County Commissioners Court supports efforts to enhance our interactions with our residents; and,

WHEREAS, the Court recognizes that improving technologies increase the efficiency and accessibility of government to all residents; and,

WHEREAS, several bills have been filed in the 83<sup>rd</sup> Texas Legislature, Regular Session, that propose the use of technology to enhance the delivery of information and services to our residents; now therefore,

BE IT RESOLVED that the Travis County Commissioners Court supports legislation and budgeting decisions that permit counties to use technology to improve the delivery of information and services to their residents, when the legislation is a) permissive, b) actually improves the delivery of information and services to our residents and, c) does not replace existing technologies in ways that harm or reduce the current delivery of information or services to our residents; and,

BE IT FURTHER RESOLVED that the Travis County Commissioners Court pledges to work with members of the Travis County delegation and the entire Legislature to fashion legislation to accomplish this goal.

---

SAMUEL T. BISCOE  
COUNTY JUDGE

---

RON DAVIS  
COMMISSIONER, PCT. 1

---

SARAH ECKHARDT  
COMMISSIONER, PCT. 2

---

GERALD DAUGHERTY  
COMMISSIONER, PCT. 3

---

MARGARET J. GÓMEZ  
COMMISSIONER, PCT. 4



# Travis County Commissioners Court Agenda Request

**Meeting Date:** April 9, 2013

**Prepared By/Phone Number:** Denise Bell ext 43997

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir x43996

**Commissioners Court Sponsor:**

**AGENDA LANGUAGE:**

Consider and take appropriate action on travel for Elections Specialists

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

see attachment

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

1200050128 / 512090

**REQUIRED AUTHORIZATIONS:**

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a single pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



**Dana DeBeauvoir**  
Travis County Clerk

PO Box 149325, Austin TX 78714-9325  
Phone: (512) 854-9188 Fax: (512) 854-3942  
<http://www.co.travis.tx.us>

**Recording, Elections, Computer Resources,  
Accounting, and Administration Divisions**  
5501 Airport Boulevard, Austin, Texas 78751-1410

**Misdemeanor Records, Civil/Probate,  
and Records Management Divisions**  
1000 Guadalupe, Austin, Texas 78701-2328

April 2, 2013

TO: Travis County Commissioners Court  
FROM: Dana DeBeauvoir  
RE: Reimbursement Request for Election Expert Travel Costs

We have requested the assistance of six individuals from the private sector and universities throughout the country who are considered among the nation's most accomplished in the field of election system security and design. These individuals will be providing their expertise to assist Travis County in designing an RFP for a new voting system. They will be meeting at our office April 11 – 15, 2013. They are not charging for their valuable time, but we have offered to cover their airfare, hotel, and receipt-based per diem.

These individuals are non-County employees. We are requesting that we pay Four Seasons Travel directly for flights not previously paid for our visitors. We would then like to reimburse the costs for the hotel, per diem, and any remaining airfare costs after their visit. The total estimated cost is \$10,100. The funds are to come out of is 1200050128 / 512090.

Airfare for travelers \$1200 x up to 4 = \$4800  
Estimated mileage reimbursement for group driving into Austin \$200  
Hotel per person for 4 nights \$650 x 6 = \$3900  
Meals per person for 4 days \$200 x 6 = \$1200  
Total estimate = \$10,100

If you have any questions or need further information, please do not hesitate to contact me.

Thank you.



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** April 16, 2013

**Prepared By/Phone Number:** Shawn Malone 854-7627

**Elected/Appointed Official/Dept. Head:** Steven Broberg, Director, RMCR  
854-9575

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

**CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED CONTRACT WITH HPN BOOKS TO SPONSOR A COFFEE TABLE BOOK ABOUT TRAVIS COUNTY**

### **BACKGROUND/SUMMARY OF REQUEST:**

Coffee table book publisher HPN Books has proposed that Travis County government sponsor publication of a book about Travis County. The County would request letter endorsements for the project from prominent individuals and groups in Travis County. Additionally, the County would agree to have an officer of the County sign letters addressed to Travis County business leaders inviting them to participate with business history/profile sponsorships. In return, the County would receive a share of the revenues earned from the book sales.

### **STAFF RECOMMENDATION:**

Approval of the attached contract is recommended, with the proviso that revenues generated thereby will fund the Travis County Archives Program.

### **ISSUES AND OPPORTUNITIES:**

If Commissioners Court approves this contract, HPN will publish a hardcover 9" X 12" book about Travis County, with text and photographs produced by professionals hired by HPN and approved by Travis County staff. It will be printed on high quality book stock and case bound with standard hard covers and a full color dust jacket. All pages will be printed in color. Travis County shall have total discretion over all editorial content of

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to the County Judge's office **by Tuesdays at 5:00 p.m.** for the next week's meeting.

the book and shall also have veto privileges over the inclusion of any business that buys a sponsorship in the back of the book.

The first half of the book will be the showcase editorial on Travis County. The second half of the book will be made up of business profiles. These profiles will be about the businesses that pay HPN for this kind of advertising. The length of the book will be based on the number of profile pages to be included. No more than fifty percent of the book will be taken up by business profile pages.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Travis County is not being asked to fund publication of the book; approval of the contract would allow Travis County to receive a share of the revenue generated by HPN. The publisher will pay a six percent royalty on the first \$175,000 (net) collected for the business profiles, then a ten percent royalty on collections above that amount. In addition, HPN will pay Travis County a book royalty of five percent of revenues received from the sale of books that are sold before the publication of the book's first hard-cover edition. Travis County will receive 500 hard-cover copies of the book at no cost.

**REQUIRED AUTHORIZATIONS:**

County Attorney's Office: Assistant County Attorney Daniel Bradford

## **AGREEMENT BETWEEN TRAVIS COUNTY AND HPN BOOKS FOR PUBLISHING SERVICES**

This contract is entered into between Travis County government ("County"), a government entity formed and existing under the laws of the State of Texas, acting by and through the Travis County Commissioners Court, and Lammert Inc. dba HPN Books ("Publisher") for the purposes of publishing a hardcover pictorial CITYSCAPE book on Travis County.

1. **PUBLISHER.** Publisher accepts the responsibility of publishing the pictorial CITYSCAPE book on County according to these terms and conditions.
2. **TERM/SALES PERIOD.** Publisher agrees to complete the project within twenty four (24) months from the date that the contract is executed. The Parties agree that an extension of time may be granted if reasonable cause is provided to County for the extension.
3. **SPECIFICATIONS.** The book will have oversized pages (9" X 12") and will be printed on high quality book stock and case bound with standard hard cover and full color dust jacket. All pages will be printed in color. The book will be formatted with the showcase editorial on Travis County in the front pages and business profiles in the back pages of the book. The length of the book will be based on the number of profile pages to be included. No more than fifty percent (50%) of the book will be taken up by profile pages. Content of the book will be color photography and text that will portray the economy and lifestyle of Travis County in a positive, informative manner.
4. **PHOTOGRAPHY.** Publisher will contract with a local photographer to produce original photography for the book. Publisher will strongly consider a photographer recommended by County for the position. In addition, various sources of stock photography may be used in the book.
5. **EDITORIAL CONTENT AND CONTROL.**
  - 5.1. Publisher will contract with a well respected and credible writer and/or make every effort to acquire a well-known County personality to write the text for the book. Publisher will strongly consider a writer or writers recommended by County for the position. County has the right of approval of the writer.
  - 5.2. County shall have total discretion over all editorial content of the book and shall also have veto privileges over the inclusion of any business in the business profile section.
  - 5.3. The content of the book will be designed to intelligently and positively give an historic picture of County as well as tell the story of what it is to live, work and play here, and the diversity of the county. It will include information and photography that will make it a valuable printed piece to promote economic development in County.
  - 5.4. Steven Broberg, or his successor in office, will be the County representative responsible for exercising the powers of this section.



6. **BUSINESS SPONSOR FUNDED.** The entire project will be funded by the sale of business history profiles, which will be handled by representatives of Publisher. No outlay of funds will be required of County for any aspect of the project.
  
7. **ROYALTY AND COPIES.**
  - 7.1. Publisher will pay to County a royalty according to the following schedule, based upon net collection of cash revenues for business/history profiles:
    - 7.1.1. six percent (6%) of the first \$175,000 collected;
    - 7.1.2. 10 percent (10%) of revenues collected over \$175,000.
  - 7.2. Royalty will be paid to County twice monthly through the sales campaign as revenues are received by Publisher. Publisher agrees to provide County with a monthly report showing all revenue received by publisher each month including a calculation of the amount owed to County.
  - 7.3. In addition to the royalty due County in 7.1 above, Publisher will pay to County a book royalty of five percent (5%) of revenues received from the sale of books that are sold before the publication of the book's first hard-cover edition.
  - 7.4. County will receive a total of five hundred (500) hard-cover copies of the book at no cost and may purchase additional books at the publisher's cost plus 10%, provided that they are ordered prior to the initial printing.
  - 7.5. No royalty will be due and payable to County for business/history profiles bartered for goods and services (i.e. lodging and food for sales representatives). The monthly report described in 7.2 above will include notice when bartered goods and/or services are provided.
  - 7.6. Publisher will provide County with a digital version of the book in portable document format (pdf).
  
8. **NAME.** A title for the book which is mutually acceptable to Publisher and County will be selected. This title will remain the property of Publisher.
  
9. **PROOFS.** Publisher will furnish County proofs of all pages prior to printing. Publisher will not print any page that has not been approved by County.
  
10. **CONFIDENTIAL INFORMATION.**
  - 10.1 County agrees not to disclose any confidential information concerning the affairs of Publisher to any third party unless required to by the Texas Public Information Act or other law.
  - 10.2 Publisher warrants represents and undertakes not to disclose any confidential information concerning the affairs of County to any third party.

Any information or documents Publisher uses in performing the services provided under this Contract that Publisher considers confidential or proprietary or that contains trade

secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the nonrelease of the documents or information under the Texas Open Records Act or otherwise required by law.

11. ASSISTANCE WITH PROMOTION.

- 11.1. County agrees to request letter endorsements for the project from prominent individuals and groups in Travis County. Additionally, County agrees to have an officer of County sign letters addressed to Travis County business leaders inviting them to participate with business history/profile sponsorships.
- 11.2. Publisher will provide County with sample letters.
- 11.3. County specifically grants to Publisher the right to use County's name and logo, with prior approval, in any appropriate way in the promotion of the book and the sale of business profile sponsorships.

12. PUBLISHER CAMPAIGN TO PROMOTE AND MARKET BOOKS.

- 12.1. Publisher will engage the services of a professional public relations consultant to conduct a planned campaign to encourage purchase of the books, upon publication. Included in this campaign will be informational media contact, arranging media interviews with the author and photographer, arranging media interviews with County officials, book signing events attended by the author and photographer and County officials, contact with book buyers for all book stores in Travis County. Publisher will execute a comprehensive written marketing plan for the book project which is attached hereto and incorporated by reference as Exhibit A.
- 12.2. Publisher will make books available through the national book distributor, Partners Distributing, so they can be purchased by major book stores, libraries, hotel/motel chains, tour companies and agencies and department stores. Publisher will task its retail book sales manager to promote and encourage book stores to stock the book and to display it with premium display space.

13. TERMINATION. County reserves the right to terminate this Contract for reasonable cause immediately, in whole or in part, at its sole discretion. Reasonable cause is defined as a criminal act committed by Publisher and/or its employees relative to this contract, or a material breach of this contract without the attempt by Publisher to remedy such material breach within a reasonable amount of time after Publisher is notified in writing by the County of said breach, or gross negligence committed by Publisher, and/or its employees, that causes the reputation of County to be damaged. If the contract is terminated for reasonable cause prior to the book being published, Publisher agrees to return all revenue collected from business profiles to the respective businesses. If the contract is terminated for reasonable cause after the book is published, County agrees to return amounts received from Publisher under this contract as revenue, to

Publisher. County agrees to remit those funds to Publisher within a reasonable time after receiving written notice.

14. APPEARANCE RELEASE. Publisher agrees to obtain an "Appearance Release" from individuals whereby consent is required to photograph and exploit the material.
15. SOVEREIGN IMMUNITY. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the County has by operation of law.
16. INDEMNIFICATION.
  - 16.1 Publisher acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Constitution from indemnifying it or any other third party for damages arising under this Agreement.
  - 16.2 General. **PUBLISHER AGREES TO HOLD COUNTY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND INDEMNIFY IT AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, SUITS, PROCEEDINGS, JUDGMENTS, AND LIABILITIES, INCLUDING ATTORNEY FEES, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM ACTS OR OMISSIONS OF PUBLISHER OR ITS AGENTS.**
  - 16.3 Intellectual Property Indemnity. **PUBLISHER, AT ITS OWN EXPENSE, WILL INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY AND ALL LOSSES, LIABILITIES, JUDGMENTS, AWARDS AND COSTS, INCLUDING LEGAL FEES AND EXPENSES, ARISING OUT OF OR IN CONNECTION WITH ANY ACTION OR CLAIM BROUGHT AGAINST COUNTY THAT PUBLISHER'S ACTIVITIES UNDER THIS CONTRACT INFRINGE OR VIOLATE ANY PATENTS, COPYRIGHTS, LICENSE OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT; PROVIDED THAT CONTRACTOR IS IMMEDIATELY GIVEN NOTICE OF SUCH CLAIM. CONTRACTOR WILL HAVE THE RIGHT TO CONTROL THE DEFENSE OF ALL SUCH CLAIMS, LAWSUITS AND OTHER PROCEEDINGS. IN NO EVENT SHALL COUNTY SETTLE ANY SUCH CLAIM, LAWSUIT OR PROCEEDING WITHOUT CONTRACTOR'S PRIOR WRITTEN APPROVAL.**
17. RIGHT OF REVIEW AND AUDIT. County may review any and all of the services performed by Publisher under this Contract. County is hereby granted the right to audit, at County's expense and election, all of Publisher's records and billings relating to the performance of this Contract. Publisher agrees to retain such records for a minimum of three (3) years following completion of this Contract.
18. COMPLIANCE WITH LAWS AND VENUE. In providing services required by this Contract, Publisher must observe and comply with all licenses, legal certifications, or

inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas Law shall govern this Contract and exclusive venue shall lie in Travis County, Texas.

19. **ASSIGNMENT.** During the term of this Contract, Publisher may not sell, assign, transfer or convey this Contract without the written consent of County. Should County authorize Publisher to subcontract (assign) any portion of this Contract, Publisher will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, Publisher shall maintain a continuous effective business relationship with the subcontractors(s) including, but not limited to, regular payments of all monies owed to any subcontractors(s). In the event of failure by Publisher to comply with these requirements, County may, at its option, terminate this Contract.

Publisher understands and agrees that in the event that all or substantially all of Publisher's assets are acquired by another entity, Publisher is still obligated to fulfill the terms and conditions of this Contract. However, in the event of the assignment or sale of Publisher's assets, County, at its option, may terminate or renegotiate the terms of this Contract.

20. **RECOGNITION.** County will be recognized in the book with County name incorporated into the cover design and with a one-page profile in the book. In addition, Publisher will make available space in the book to list County officials.
21. **MEDIATION.** When mediation is acceptable to both parties in resolving a dispute arising under this Contract, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
22. **SIGNATORY WARRANTY.** The parties represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.
23. **INDEPENDENT RELATIONSHIP.** This Contract is not intended to create, nor may it be deemed or construed to create, any relationship among or between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. Agents or employees of any party will not be deemed the employee or agent of another party.

24. NOTICE. Any notice required or permitted to be given under this contract by one party to the other must be in writing and must be addressed as specified below. Notice will be deemed to have been received if the party giving notice personally delivers the notice to the appropriate address, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested.

County Address. Honorable Samuel T. Biscoe (or his successor in office); County Judge;  
P.O. Box 1748; Austin, Texas

Contractor Address:

COUNTY:

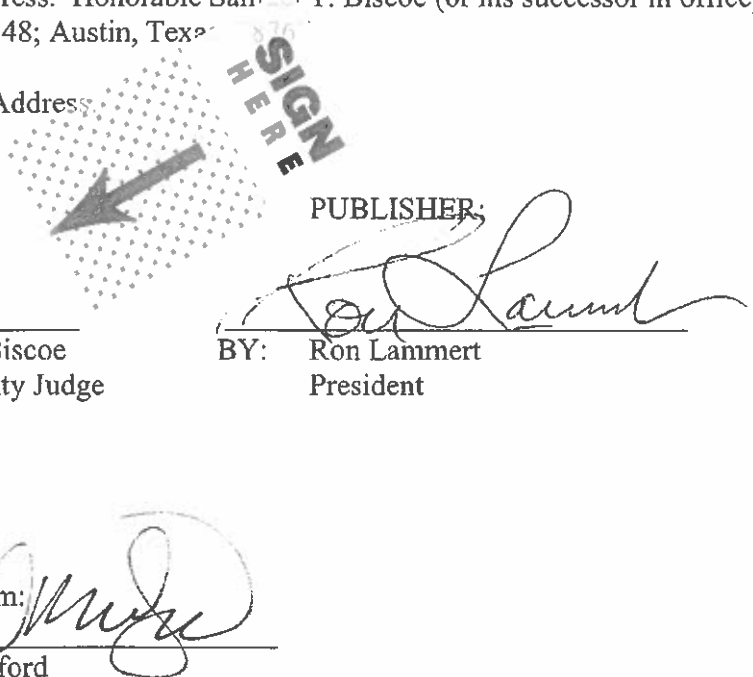
PUBLISHER:

BY: Samuel T. Biscoe  
Travis County Judge

BY: Ron Lammert  
President

Approved as to Form:

BY: Daniel Bradford  
Assistant County Attorney





## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** April 16, 2013

**Prepared By/Phone Number:** Deone Wilhite 854-9111

**Elected/Appointed Official/Dept. Head:** Commissioner Ron Davis

**Commissioners Court Sponsor:** Commissioner Ron Davis

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION TO DIRECT THE HUMAN RESOURCES MANAGEMENT DEPARTMENT TO RESEARCH THE FEASIBILITY OF CREATING A VOLUNTARY EXTENDED ILLNESS LEAVE BANK OR SIMILAR PROGRAM FOR TRAVIS COUNTY EMPLOYEES, INCLUDING:

- a. A REPORT ON STEPS NEEDED TO IMPLEMENT SUCH A PROGRAM, AND
- b. RECOMMENDATIONS REGARDING MAJOR POLICY PROVISIONS THAT SHOULD BE INCLUDED IN SUCH A PROGRAM.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

None

**STAFF RECOMMENDATIONS:** Recommended

**ISSUES AND OPPORTUNITIES:** N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:** N/A

### **REQUIRED AUTHORIZATIONS:**

Commissioner Precinct 1 Office                      Ron Davis  
County Judge's Office  
Commissioner's Court

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a single pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

# Item C4



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013  
**Prepared By:** Joe Hall      **Phone #:** 854-7648  
**Division Director/Manager:** Donald W. Ward, P.E.  
 Assistant Public Works Director, Road and Bridge  
 Maintenance

A handwritten signature in black ink, appearing to read "Steven M. Manilla".

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR  
**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, April 30, 2013 regarding the temporary closure of Old Manchaca Rd. in Precinct Three to reconstruct the road beginning June 1, 2013, and continuing through July 1, 2013, or until construction is completed.

**BACKGROUND/SUMMARY OF REQUEST:**  
 Construction is scheduled to begin on June 1, 2013, and continue for an estimated 30 days to July 1, 2013, or until construction is complete.

**STAFF RECOMMENDATIONS:**  
 Staff recommends closing Old Manchaca Rd. for this construction. This recommendation is made in accordance with Chapter 251 of the Transportation Code.

**ISSUES AND OPPORTUNITIES:**  
 This road closure is necessary for the safety of the construction workers and the motoring public due to the proximity of the road to the construction site.

**FISCAL IMPACT AND SOURCE OF FUNDING:**  
 This closure will require some work by Travis County road maintenance crews to post public notices and necessary detour routing signs at the site.

**ATTACHMENTS/EXHIBITS:**  
 Detour Map

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**

Don Ward, TNR	David Greer, TNR	Joe Hall, TNR	
---------------	------------------	---------------	--

: :  
**4101 - Road, Bridge, Fleet Svs -**



STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

ORDER \_\_\_\_\_

**WHEREAS**, Transportation and Natural Resources has recommended the temporary closure of Old Manchaca Rd. to reconstruct the road; and

**WHEREAS**, a public hearing was held on Tuesday, April 30, 2013, in the Commissioners' Court of Travis County, Texas, following required advance notice prior to the approval of this Order; then

**BE IT THEREFORE ORDERED** by the Commissioners' Court of Travis County, Texas, that the following road be temporarily closed as listed below:

**PRECINCT THREE:**

Old Manchaca Rd. Temporarily close Old Manchaca Rd. in Precinct Three to reconstruct the road beginning June 1, 2013, and continuing through July 1, 2013, or until construction is complete.

PASSED AND ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
Samuel T. Biscoe  
County Judge

\_\_\_\_\_  
Ron Davis  
Commissioner, Precinct 1

\_\_\_\_\_  
Sarah Eckhardt  
Commissioner, Precinct 2

\_\_\_\_\_  
Gerald Daugherty  
Commissioner, Precinct 3

\_\_\_\_\_  
Margaret Gomez  
Commissioner, Precinct 4



## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Travis County Commissioners' Court, Travis County, Texas, will hold a Public Hearing on Tuesday, April 30, 2013, at 9:00 a.m. to consider the temporary closure of Old Manchaca Rd. to reconstruct the road.

The Public Hearing will be held in the Travis County Commissioners' Courtroom, 700 Lavaca St. (first floor), Austin, Texas.

GAIL RD

W SLAUGHTER

RIDDLE RD

ALLRED DR

WOMMACK RD

GAIL RD

OLD MANCHACA RD

OAK VALLEY RD

MITCHELL LN

DREW LA

DETOUR  
ROUTE

ROAD  
CLOSURE

SANDERS ST

MANCHACA RD

OLD MANCHACA RD

RED WATER DR

KE...

LAREDO DR

MAY DELLE ST

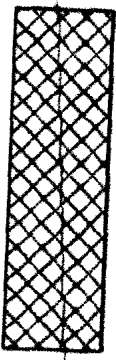
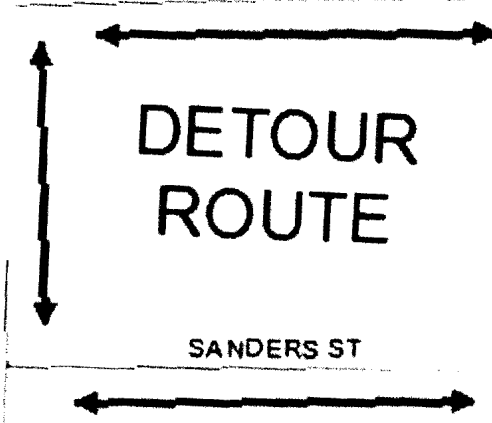
LYNNBROOK DR

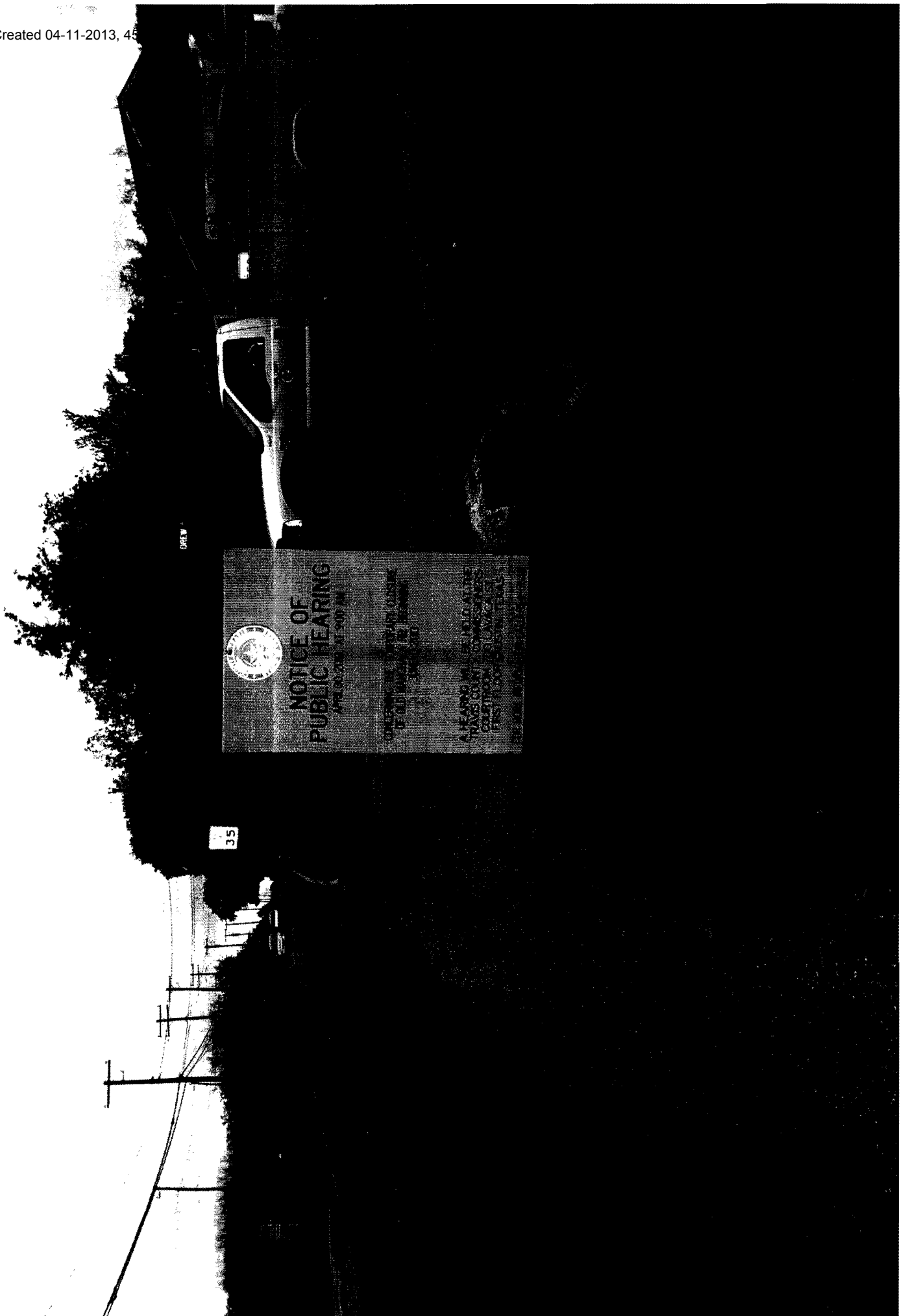
ROCKLAND DR

COMFORT LN

MARFA DR

WYLIE DR






**NOTICE OF PUBLIC HEARING**  
 APRIL 23, 2013 AT 5:00 PM  
 THE STATE OF TENNESSEE  
 DEPARTMENT OF REVENUE  
 1500 BENTLEY AVENUE  
 NASHVILLE, TENNESSEE 37203  
 A HEARING WILL BE HELD AT THE  
 TRAVIS COUNTY COMMISSIONERS  
 COURTHOUSE, 251 LAWRENCE  
 STREET, COVINGTON, TENNESSEE

35

reated 04-711-2

# **NOTICE OF PUBLIC HEARING**

**APRIL 30, 2013, AT 9:00 AM**

**CONCERNING THE TEMPORARY CLOSURE  
OF OLD MANCHACA RD. BEGINNING  
JUNE 1, 2013**

**A HEARING WILL BE HELD AT THE  
TRAVIS COUNTY COMMISSIONERS  
COURTROOM 700 LAVACA ST.  
(FIRST FLOOR) AUSTIN, TEXAS**

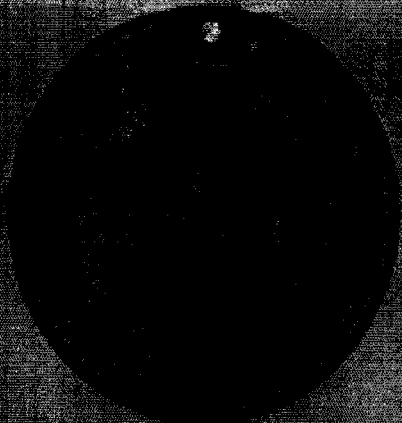
**FOR MORE INFORMATION CALL 854-7648**

**NOTICE OF  
PUBLIC HEARING**

APRIL 30, 2013, AT 9:00 AM

CONCERNING THE TEMPORARY CLOSURE  
OF OLD MANCHACA RD. BEGINNING  
JUNE 1, 2013

A HEARING WILL BE HELD AT THE  
TRAVIS COUNTY COMMISSIONERS  
COURTROOM 700 LAVACA ST.  
(FIRST FLOOR) AUSTIN, TEXAS  
FOR MORE INFORMATION CALL 854-7648



# NOTICE OF PUBLIC HEARING

APR 30, 2010 @ 9:00 AM

REGISTRATION CENTER  
1000 ...

# Item C5



## Travis County Commissioners Court Agenda Request

**Meeting Date:** April 16, 2013

**Prepared By:** Gayla Dembkowski **Phone #:** 854-7642

**Division Director/Manager:** Anna Bowlin, Division Manager, Development Services and Long Range Planning

A handwritten signature in black ink, appearing to read "Steven M. Manilla".

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Daugherty, Precinct Three

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, April 30, 2013 to receive comments regarding a street name assignment for an unnamed private street to "Dimensional Place" in Precinct Three.

**BACKGROUND/SUMMARY OF REQUEST:**

Approve setting a public hearing on Tuesday, April 30, 2013 to receive comments regarding a street name assignment for an unnamed private street to "Dimensional Place". A fee of \$460.00 has been paid as this is not a health and human safety issue.

**STAFF RECOMMENDATIONS:**

Staff recommends naming the private street "Dimensional Place" for a business with the same name. They are the soul property owners.

This street name assignment does not imply Travis County maintenance in any way. Street name signs are the responsibility of the property owners.

**ISSUES AND OPPORTUNITIES:**

This street is not a road that Travis County maintains.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Map-1
- Petition

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Manager	Development Services	854-7561



--	--	--	--

**CC:**


: :  
**4101 - Road, Bridge, Fleet Svs - Dimensional Place**



March 21, 2013

Ms. Gayla Dembkowski  
Travis County Transportation & Natural Resources  
P.O. Box 1748  
Austin, TX 78767

Re: Petition Request to Name a Private Drive  
6300 Bee Cave Road, Austin, TX 78746

Dear Ms. Dembkowski:

As sole owner of the office complex located 6300 Bee Cave Road we would like to submit a petition to name our private drive at the west entrance to our property "Dimensional Place." The drive is at a TXDOT signal intersection installed for the benefit of our office complex.

Enclosed please find aerial map exhibit of the intersection as well as a check payable to Travis County for \$460.00 for the petition request.

We truly appreciate your consideration and do not hesitate to contact me at 512.306.7400.

Sincerely,

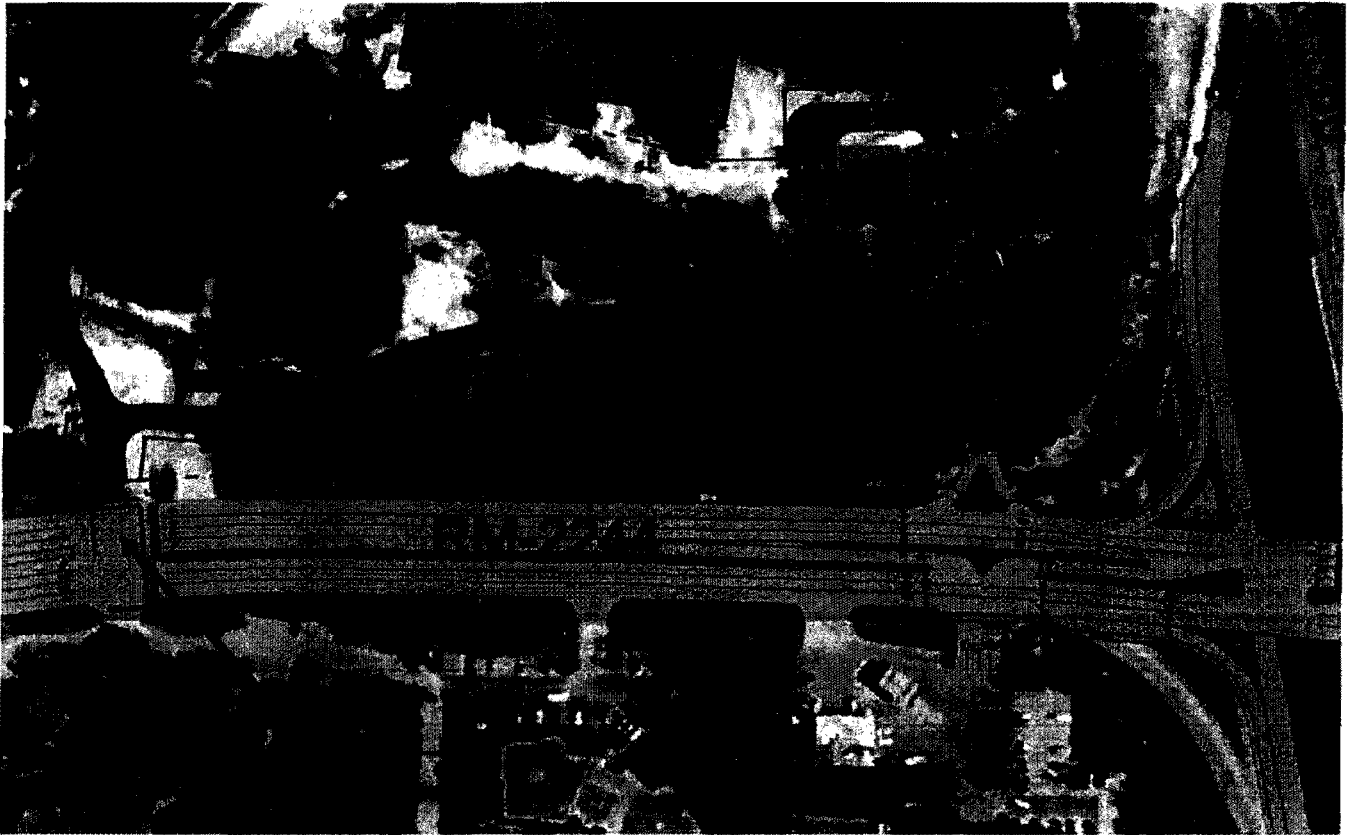
A handwritten signature in black ink, appearing to read 'Stephen Jones', written over a printed name.

Stephen Jones  
Vice President – Corporate Services

Enc.

**Dimensional Place**  
(formerly known as Palisades West)

**6300 Bee Cave Road (RM 2244)**  
**Austin, Texas 78746**



**Request to name signaled private drive to  
Dimensional Place**

OUR REF. NO.	YOUR INVOICE NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
070546	Dimensional PL	3/21/2013	460.00	460.00	0.00	460.00

62641

WELLS FARGO BANK, N.A.  
11-24-1210

**DIMENSIONAL FUND ADVISORS LP**  
 6300 BEE CAVE ROAD, BUILDING ONE  
 AUSTIN, TX 78746

CHECK DATE: 3/28/2013    CONTROL NUMBER: 062641    AMOUNT: \$\*\*\*\*\*460.00

PAY Four Hundred Sixty and 00/100 *COPY* US Dollars

TO THE ORDER OF Travis County

*[Signature]*  
AUTHORIZED SIGNATURE

⑈062641⑈ ⑆121000248⑆ 4647114487⑈



# NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, APRIL 30, 2013 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR A STREET NAME ASSIGNMENT.

THIS PRIVATE STREET IS LOCATED OFF RM 2222 NEAR CAPITAL OF TEXAS HIGHWAY TO BE KNOWN AS "**DIMENSIONAL PLACE**".

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 700 LAVACA STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-7642.



## **Travis County Commissioners Court Agenda Request TRAVIS COUNTY HOUSING FINANCE CORPORATION**

**Meeting Date:** April 16, 2013

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning and Budget/854-9106

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

### **AGENDA LANGUAGE:**

1. Take appropriate action to consider adoption of initial resolution, approval of Agreement to Issue Bonds and to file application with Texas Bond Review Board for issuance of bonds to finance residential development for ML CASA V, LP for the Champion's Crossing Apartments.
2. Set May 7, 2013 as date for Public Hearing concerning the issuance of the Corporation's Multifamily Housing Revenue Bonds (Champion's Crossing Apartments), Series 2013.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106

**AGENDA REQUEST DEADLINE:** All agenda requests and supporting materials must be submitted as a pdf to the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



**NAMAN HOWELL  
SMITH & LEE**<sup>PLLC</sup>  
ATTORNEYS AT LAW

*MEMORANDUM*  
*from*  
**William C. Blount**

8310 N. Capital of Texas  
Highway, Suite 490  
Austin, Texas 78731  
(512) 479-0300  
Fax (512) 474-1901

---

Offices in:

- Austin
- Fort Worth
- San Antonio
- Waco

---

[www.namanhowell.com](http://www.namanhowell.com)

**TO:** Board of Directors of  
Travis County Housing Finance Corporation

**DATE:** April 3, 2013

**RE:** Proposed Financing for ML CASA V, LP for Purchase and Rehabilitation  
of Champion's Crossing Apartments

**Agenda Date:** April 16, 2013

ML CASA V, LP ("Applicant") has applied for financing with the Corporation for a project at 2105 Cedar Bend Drive, Austin, Texas, 78758, between Mopac and Metric Boulevard, south of Parmer Lane (in Precinct Two). The plan is described in more detail in the application but the Applicant plans to purchase and improve the Champion's Crossing Apartments. The amount of bond financing requested is an amount not exceed \$19,000,000. The Applicant is the same entity which purchased Argosy at Crestview in March, 2012. The proposed financing will be essentially the same structure as that financing.

According to the application, the total cost of the project, including purchase price, capital improvement expenditures and related costs is approximately \$24,000,000.

The property consists of 288 units in 12 two-story buildings along with a freestanding clubhouse building and a freestanding fitness center on approximately 10.9 acres

The Applicant expects that all of the principal amount of the bonds will be purchased by Merrill Lynch Capital Services.

Enclosed with this memo are the application along with attachments, a preliminary resolution and a draft agreement to issue bonds which are in the Corporation's standard format. Approval of this resolution does not obligate the Corporation to ultimately issue the bonds until the Board is satisfied with the transaction and the project. This resolution authorizes publishing the



notice of public hearing and filing an application with the bond review board for the required volume cap. The Agreement to Issue Bonds contains our standard broad indemnification of the Corporation for considering and participating in the transaction.

If approved, the Applicant will be required to reserve at least 20% of the units for persons with incomes of 50% or less of the area median income, adjusted for family size, 50% of the units for persons with incomes of 80% or less of the area median income, adjusted for family size, and 90% of the units for persons with incomes of 120% or less of the area median income. This property will not be eligible for a property tax exemption.

Under the proposed structure, the Corporation will not have any liability on the bonds, as the transaction will be structured as a revenue bond issuance. If the full \$19,000,000 of bonds is issued, the Corporation will receive an issuer fee of \$95,000 (0.50%). If a lesser amount is ultimately issued, the fee will be reduced proportionately.

The transaction will require the approval of the Attorney General's office.

Please give me a call if you have any questions or require any additional information regarding this matter before Tuesday.

cc: Andrea Shields  
Karen Thigpen  
Ladd Pattillo

## AGREEMENT TO ISSUE BONDS

THIS AGREEMENT TO ISSUE BONDS, entered into as of the 16th day of April, 2013, by and between Travis County Housing Finance Corporation (the "Corporation"), created pursuant to the authority of the Texas Housing Finance Corporations Act, Local Government Code, Chapter 394, Tex. Rev. Civ. Stat. (the "Act"), and ML CASA V, LP, a Delaware limited partnership (the "User"), for the purpose of carrying out the public purpose set forth in the Act, including the promotion and development of new, expanded or improved residential development to provide decent, safe, and sanitary housing for residents of Travis County, Texas;

### WITNESSETH

WHEREAS, Travis County, Texas (the "Unit") has authorized and approved the creation of the Corporation to act on behalf of the Unit for the public purpose of furthering on behalf of the Unit the promotion and development of new, expanded or improved residential development to provide decent, safe, and sanitary housing for residents of the Unit; and

WHEREAS, the Corporation is authorized by the Act to acquire, construct, improve, maintain, equip and furnish and to lease or sell "residential developments", as that term is defined in the Act, or to make loans for the purpose of providing financing for all or part of the costs of a residential development, and the Corporation is further authorized to issue its bonds for the purpose of paying all or part of the costs of a residential development; and

WHEREAS, the User desires to acquire and construct a residential development, more particularly described in Exhibit "A" attached hereto, within the Unit (the "Project"), which Project is suitable for the promotion of new, expanded or improved residential development to provide decent, safe, and sanitary housing for residents of Travis County, Texas; and

WHEREAS, pursuant to the Act, the Corporation is authorized to issue the bonds hereinafter described, which bonds shall never constitute an indebtedness or pledge of the faith and credit of the State of Texas (the "State"), of the Unit, or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the Unit, and shall never be paid in whole or in part out of any funds of the Corporation except those derived from or in connection with the sale or lease of the Project or the loan of funds to finance the Project; and

WHEREAS, to provide decent, safe, and sanitary housing for residents of Travis County, Texas, the Corporation agrees to issue at the request of the User, one or more series of the Corporation's housing finance revenue bonds (the "Bonds") for the purpose of paying all or part of the costs of constructing and acquiring the Project, or for the purpose of loaning the proceeds to the User in order to provide temporary or permanent financing of all or part of the cost of acquiring, constructing and/or rehabilitating the Project, and the Corporation and the User deem it desirable and proper that this Agreement to Issue Bonds constitutes a formal record of such agreement and

understanding in order that the User may proceed with or provide for the acquisition and construction of the Project; and

WHEREAS, the User has evidenced a desire to cooperate with the Corporation in the acquisition and construction of the Project and for the Corporation to authorize and issue the Bonds in the aggregate principal amount now estimated not to exceed \$19,000,000.00 to provide the funds to defray all or part of the cost of the acquisition and rehabilitation of the Project; and

WHEREAS, the Corporation and the User contemplate that the proceeds of the Bonds will be loaned to the User in order to provide temporary or permanent financing of all or part of the costs of the Project and that the installment purchase, rental or loan payments therefor will be sufficient to pay the principal of and any premium and interest on the Bonds; and

WHEREAS, it is the desire of the Corporation that the acquisition and construction of the Project occur at the earliest possible time so as to provide decent, safe, and sanitary housing for residents of Travis County, Texas;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and of the mutual benefits, covenants and agreements herein expressed, the Corporation and the User agree as follows:

1. The User shall commence with the acquisition, rehabilitation and/or construction of the Project, which Project will be in furtherance of the public purpose of the Corporation and the Unit as aforesaid, and the User will provide, or cause to be provided, at its expense, the necessary interim financing to expedite the commencement of the acquisition and construction of the Project. On or prior to the issuance of the Bonds, the User will enter into a purchase, lease or loan agreement on an installment payment basis (herein called the "Agreement") with the Corporation under which the Corporation will sell or lease the Project to the User or make a loan to the User, or to a financial institution designated by the User for the purpose of providing temporary or permanent financing of all or part of the costs of the Project, and the User will make installment payments sufficient to pay the principal of and any premium and interest on such series of Bonds. The Bonds shall never constitute an indebtedness or pledge of the faith and credit of the State, of the Unit, or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, and the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the Unit, and shall be payable from the funds of the Corporation derived from or in connection with the sale or lease of the Project or the loan of the proceeds of the Bonds.

2. On receipt of a ruling from the Internal Revenue Service (or the opinion of bond counsel) that interest paid on the Bonds is exempt from federal income taxation and subject to the requirements of the Policy Guidelines and the Act, and upon receipt of favorable reports from the Corporation's legal and financial advisors concerning the issuance of the Bonds; the Corporation hereby agrees to issue, pursuant to the terms of the Act, the Bonds, or from time to time, the portion

thereof as may be the subject of such a ruling or opinion as aforesaid, in an appropriate principal amount not exceeding that which is the subject of a ruling or opinion as aforesaid, maturing in such amount and times, bearing interest at the rate, payable on the dates and having such optional and mandatory redemption features and prices as are approved in writing by the User. The Corporation will deliver the Bonds to the purchaser designated by the User and will cooperate to the fullest extent in facilitating delivery of the Bonds.

3. The Corporation and the User agree that the Bonds may be issued either at one time or in several series from time to time as the User shall request in writing; provided, however, that the parties agree that the Bonds will be issued in an aggregate principal amount as will not exceed the amount that is the subject of a ruling or rulings or opinion or opinions as aforesaid. A request in writing for issuance of one or more series of Bonds shall not affect the obligation hereunder of the Corporation to issue the remaining Bonds as written requests therefor are received. It is further agreed that the proceeds of the Bonds or portions thereof, whether or not issued in a series, shall not be invested so as to constitute the Bonds or a portion thereof as arbitrage bonds under the Internal Revenue Code of 1986, as amended, and applicable regulations promulgated pursuant thereto.

4. The payment of the principal of and any premium and interest on the Bonds shall be made solely from moneys realized from the sale or lease of the Project or from moneys realized from the loan of the proceeds of the Bonds to finance all or part of the costs of the Project.

5. The costs of the Project (the "Project Costs") may include any cost of acquiring, constructing, rehabilitating, remodeling, repairing, renovating and improving the Project. Without limiting the generality of the foregoing, the Project Costs shall specifically include the cost of: (i) acquiring any land, rights-of-way, options to purchase land, easements, leasehold estates in land and interests of all kinds in land related to such Project; (ii) acquiring, constructing, repairing, renovating, remodeling or improving all buildings and structures to be used as or in connection with the Project; (iii) site preparation, including the cost of demolishing or removing any buildings or structures the removal of which is necessary or incident to providing the Project; (iv) machinery, equipment, furnishings and facilities necessary or incident to the equipping of the Project so that it may be placed in operation; (v) financing charges, start-up costs and interest prior to and during construction and for two years after completion of construction, whether or not capitalized; and (vi) architectural, engineering, legal and related services (including fees for legal counsel and the financial advisor to the Issuer), plans, specifications, surveys, studies, estimates of cost and of revenue, other expenses necessary or incident to planning, providing or determining the feasibility and practicability of acquiring, constructing, reconstructing, improving and expanding the Project, administrative expenses and such other expenses as may be necessary or incident to the acquisition, construction, remodeling, repair, renovation or improvement of the Project, the placing of the Project in operation and all incidental expenses, costs and charges relating to the Project not enumerated above. The parties agree, upon request, to provide or cause to be provided to each other any data or information that may be reasonably required to verify any of the Project Costs enumerated in this paragraph. The User agrees that it will be responsible for and pay any Project Costs incurred whether before or after the date of this Agreement prior to issuance of the Bonds and

will pay all Project Costs that are not or cannot be paid or reimbursed from the proceeds of the Bonds.

6. The User agrees that it will at all times indemnify and hold harmless the Corporation, the directors of the Corporation, the Unit, the Commissioners' Court of the Unit (both individually and as a group) and any officers, directors, employees, agents, consultants, servants and any other party acting for or on behalf of the Corporation or the Unit (such parties being hereinafter referred to as the "Indemnified Parties") against all losses, costs, damages, expenses and liabilities (collectively referred to hereinafter as "Losses") of whatsoever nature (including, but not limited to, attorney's fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or relating to one or more Claims, as hereinafter defined, even if such Losses or Claims, or both, directly or indirectly result from, arise out of or relate to, or are asserted to have resulted from, arisen out of or related to, in whole or in part, one or more negligent acts or omissions of any one or more of the Indemnified Parties in connection with the issuance of the Bonds or that in any way pertain to the duties or activities or lack thereof, whether real or alleged, of any such Indemnified Party incidental to the issuance of the Bonds. The term "Claims" as used herein shall mean all claims, lawsuits, causes of action and other legal actions and proceedings of whatever nature, including, but not limited to, claims, lawsuits, causes of action and other legal actions and proceedings involving bodily or personal injury or death of any person or damage to any property (including, but not limited to, persons employed by the Corporation, the Unit, the User or any other person and all property owned or claimed by the Corporation, the Unit, the User, any affiliate of the User or any other person) or involving damages relating to the issuance, offering, sale or delivery of the Bonds brought against the Corporation or the Unit or to which the Corporation or the Unit is party, even if groundless, false or fraudulent, that directly or indirectly result from, arise out of or relate to the issuance, offering, sale or delivery of the Bonds or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof. The obligations of the User shall apply to all Losses or Claims, or both, that result from, arise out of or are related to any event, occurrence, condition or relationship prior to termination of this Agreement to Issue Bonds, whether such Losses or Claims, or both, are asserted prior to termination of this Agreement to Issue Bonds or thereafter. None of the Indemnified Parties shall be liable to the User for, and the User hereby releases each of them from all liability to the User for any injuries, damages or destruction to all or any part or parts of any property owned or claimed by the User that directly or indirectly result from, arise out of or relate to the issuance, offering, sale or delivery of the Bonds or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof, **EVEN IF SUCH INJURIES, DAMAGES OR DESTRUCTION DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO, IN WHOLE OR IN PART, ONE OR MORE NEGLIGENT ACTS OR OMISSIONS OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES IN CONNECTION WITH THE ISSUANCE OF THE BONDS OR IN CONNECTION WITH THE PROJECT.** Each Indemnified Party, as appropriate, shall reimburse the User for payments made by the User to the extent of any proceeds, net of all expenses of collection, actually received by them from any insurance with respect to the Loss sustained. At the request and expense of the User, each of the Indemnified Parties, as

{02318721.DOC / }

appropriate, shall have the duty to claim any such insurance proceeds and such Indemnified Party, as appropriate, shall assign their respective rights to such proceeds, to the extent of such required reimbursement, to the User. In case any action shall be brought against any one or more of the Indemnified Parties, such Indemnified Party shall promptly notify the User in writing and the User shall have the right to assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless the employment of such counsel has been authorized by the User. The User shall not be liable for any settlement of any such action without its consent, but, if any such action is settled with the consent of the User or if there be final judgment for the plaintiff of any such action, the User agrees to indemnify and hold harmless the Indemnified Parties from and against any Loss by reason of such settlement or judgment.

7. If within three (3) years from the date hereof (or such later date as shall be mutually satisfactory to the Corporation and the User) the Corporation and the User shall not have agreed to mutually acceptable terms for the Bonds and for the sale and delivery thereof and mutually acceptable terms and conditions of the Agreement, the User agrees that it will pay the Corporation for all unpaid Project Costs which the Corporation shall have incurred and this Agreement to Issue Bonds (other than the obligations of the parties under paragraph 6 hereof) shall thereupon terminate. In the event that the User elects, prior to any such termination, not to proceed with the issuance of the Bonds for any reason, it shall so notify the Corporation in writing and shall promptly pay to the Corporation all Project Costs incurred by the Corporation prior to such notification, and if payment is so made, the User's obligations under paragraph 5 above shall terminate from and after the date of such notification.

8. The User may, without the consent of the Corporation, transfer or assign this Agreement to Issue Bonds or transfer or assign any or all of its rights and delegate any or all of its duties hereunder to any of its subsidiaries or affiliates currently existing or hereafter created, but no such transfer, assignment or delegation shall, without the written consent and approval of the Corporation, relieve the User of its liability for payment of Project Costs under paragraphs 5 and 7 hereof or indemnification under paragraph 6 hereof.

9. The provisions of paragraphs 5 and 6 of this agreement shall survive the expiration or termination of this Agreement to Issue Bonds and the closing of the transactions contemplated by the Agreement.

IN WITNESS WHEREOF, the Travis County Housing Finance Corporation, acting pursuant to a resolution of its Board of Directors, and User have caused this Agreement to Issue Bonds to be executed by their duly authorized officers as of the year and date first above written.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: \_\_\_\_\_  
Samuel T. Biscoe, President

ML CASA V, LP,  
A Delaware Limited Partnership

By: MS CASA V Management, LLC  
A Delaware Limited Liability Company,  
General Partner

By: Henderson Global Investors GP II, LLC  
A Delaware Limited Liability Company,  
Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF PROJECT**

The Project is a 288-unit multifamily rental residential development known as Champion's Crossing Apartments and located at 2105 Cedar Bend Drive, Travis County, Texas 78758 on approximately 10.9 acres. It consists of 216 1-Bedroom/1-Bath units and 72 2-Bedroom/2-Bath units. Unit sizes range from approximately 491 square feet to 996 square feet.



**RESOLUTION OF BOARD OF DIRECTORS PRESCRIBING THE FORM AND SUBSTANCE OF AN AGREEMENT TO ISSUE BONDS; AUTHORIZING THE EXECUTION OF SUCH AGREEMENT; SETTING A PUBLIC HEARING AND CONTAINING OTHER PROVISIONS RELATING TO \$19,000,000 HOUSING REVENUE BONDS (CHAMPION'S CROSSING APARTMENTS PROJECT)**

WHEREAS, Travis County Housing Finance Corporation (the "Corporation") is authorized by the Texas Housing Finance Corporations Act, Local Government Code, Chapter 394, Vernon's Annotated Texas Civil Statutes, as amended (the "Act"), to issue revenue bonds for the purpose of paying all or part of the cost of a Residential Development as defined in the Act, and to sell or lease the project to others or loan the proceeds of the bonds to others to finance all or part of the cost of the Residential Development; and

WHEREAS, the Act authorizes the Corporation: (a) to make loans to any person to provide financing for rental residential developments located within Travis County, Texas (the "County"), and intended to be occupied substantially (at least 90 percent) by persons of low and moderate income, as determined by the Corporation; (b) to issue its revenue bonds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds; and (c) to pledge all or any part of the revenues, receipts or resources of the Corporation, including the revenues and receipts to be received by the Corporation from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Corporation in order to secure the payment of the principal or redemption price of and interest on such bonds; and

WHEREAS, the Corporation now desires to authorize, issue and sell its tax-exempt housing finance revenue bonds, to the extent authorized by law, to provide funds to defray all or part of the cost of acquiring, rehabilitating and/or constructing a certain Residential Development to be known as Champion's Crossing Apartments by ML CASA V, LP, a Delaware limited partnership (the "User"); and

WHEREAS, the User and the Corporation desire that the Corporation adopt a resolution with respect to the bonds or take some other similar official action toward the issuance of such bonds prior to the commencement of construction or acquisition of such Residential Development; and

WHEREAS, Travis County, Texas (the "Unit"), has authorized and approved creation of the Corporation to act on its behalf to further certain public purposes of the Unit;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRAVIS COUNTY HOUSING FINANCE CORPORATION, THAT:

Section 1: The Corporation hereby authorizes and agrees that it will issue and sell its housing finance revenue bonds (the "Bonds") from time to time in one or more series pursuant to

the provisions of Texas law to pay all or part of the cost of acquiring and constructing the project described in Exhibit "A" to the Agreement to Issue Bonds attached hereto (the "Project"), together with all costs of authorization, sale and issuance of the Bonds. The Bonds will be issued and sold as more fully provided in the Agreement to Issue Bonds, and subject to the terms thereof, in a maximum aggregate principal amount expected to be issued for the Project in an amount not to exceed \$19,000,000.

Section 2: The proceeds of the Bonds will be used to finance the acquisition, rehabilitation and/or construction of the Project.

Section 3: The Corporation will enter into a financing agreement with the User providing for financing of all or part of the cost of the Project, as more fully described in the Agreement to Issue Bonds.

Section 4: The Board of Directors of the Corporation (the "Board of Directors") hereby finds, determines and declares that (i) the Project is required and suitable for the promotion of the construction of new, improved, or expanded residential development in the Unit, (ii) the User has the business experience, financial resources and responsibility to provide reasonable assurance that the Bonds and the interest thereon to be paid from, or by reason of, payments made by the User under the financing agreement will be paid as the same become due, and (iii) the Project is in furtherance of the public purposes set forth in the Act.

Section 5: The Agreement to Issue Bonds by and between the Corporation and the User in substance and in form substantially as shown in the attachment hereto is hereby approved and the President or Vice President and Secretary or Assistant Secretary of the Corporation are hereby authorized to execute and attest such Agreement to Issue Bonds for and on behalf of the Corporation.

Section 6: The Corporation hereby authorizes the filing of an Application For Allocation of Private Activity Bonds with the Texas Bond Review Board for the year 2013 for the amount of \$19,000,000 of qualified residential mortgage bonds, and the President of the Corporation, Samuel T. Biscoe, is designated as the authorized officer to execute and deliver such Application to the Texas Bond Review Board, and subject to any changes such officer deems necessary.

Section 7: That neither the User nor any other party is entitled to rely on this Resolution as a commitment to loan funds, and the Corporation reserves the right not to issue the Bonds either with or without cause and with or without notice, and in such event the Corporation shall not be subject to any liability or damages of any nature. Neither the User nor any one claiming by, through or under the User, nor any investment banking firm or potential purchaser of the Bonds shall have any claim against the Corporation whatsoever as a result of any decision by the Corporation not to issue the Bonds.

Section 8: This Resolution, together with the Agreement to Issue Bonds attached hereto, shall be deemed and construed as a resolution authorizing the issuance of the aforesaid Bonds or some other similar official action toward the issuance of the Bonds.

PASSED AND APPROVED this 16th day of April, 2013.

---

Samuel T. Biscoe, President

**CERTIFICATION**

The above resolution, adopted by the Board of Directors of the Travis County Housing Finance Corporation at a meeting held on the 16th day of April, 2013, is hereby certified to be a true and correct copy of an official copy thereof on file among the official records of such Corporation.

WITNESS my hand and seal of office this 16th day of April, 2013.

\_\_\_\_\_  
Margaret Gomez, Secretary



## **Travis County Commissioners Court Agenda Request TRAVIS COUNTY HOUSING FINANCE CORPORATION**

**Meeting Date:** April 16, 2013

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leslie Browder, County Executive, Planning and Budget/854-9106

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

### **AGENDA LANGUAGE:**

Consider and take appropriate action on legislation related to housing finance corporations, including HB 3775, HB 3777, HB 3778 and HB 3779.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116; Leslie Browder, County Executive, Planning and Budget/854-9106